



Dave Lambertson
Director

COUNTY OF LOS ANGELES
Internal Services Department

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To enrich lives through effective and caring service.



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February 8, 2007

Agenda Date: February 20, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**REQUEST TO APPROVE AGREEMENTS WITH SPRINT NEXTEL CORPORATION
FOR FUNDING AND M/A-COM, INC. FOR PLANNING SERVICES FOR THE
RECONFIGURATION OF THE COUNTYWIDE INTEGRATED RADIO SYSTEM
(CWIRS)
(ALL DISTRICTS - 3 VOTES)**

**CIO RECOMMENDATION: APPROVE ☒ APPROVE WITH MODIFICATION ☐
DISAPPROVE ☐**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of the Internal Services Department, or his designee, to execute a Planning Funding Agreement (PFA), substantially similar in form to the attached, with Sprint Nextel Corporation (Sprint Nextel), in order to provide funding to the County in the amount of \$442,408 for the planning stage for reconfiguration of the Countywide Integrated Radio System (CWIRS).
2. Authorize the Director of the Internal Services Department to accept funding under the PFA and establish appropriate financial procedures and controls for the allocation, expenditure, and accounting of funds for the reconfiguration of CWIRS.
3. Approve and authorize the Director of the Internal Services Department, or his designee, to execute a no-cost Reconfiguration Planning Agreement (RPA), substantially similar in form to the attached, with M/A-COM, Inc., for M/A-COM to provide planning services related to the reconfiguration of CWIRS. The agreement has a term of one hundred twenty (120) days, effective upon execution, and has a maximum contract amount of \$246,472.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to request your Board to authorize the Director of the Internal Services Department to sign two agreements related to the planning stage of the Countywide Integrated Radio System (CWIRS) Reconfiguration Project.

Background

The Federal Communications Commission (FCC) has mandated that public safety radio systems throughout the country using the 800 MHz frequency spectrum, including CWIRS, be reconfigured to frequencies in a different portion of the 800 MHz band. This reconfiguration is necessary to eliminate interference caused by Sprint Nextel. The FCC is requiring Sprint Nextel to fund for all reconfiguration costs.

The reconfiguration will consist of reprogramming existing radio sites as well as all mobile and portable equipment. Wherever site or mobile and portable equipment cannot be reprogrammed, new equipment will be acquired and installed. We estimate that a substantial amount of site and portable and mobile equipment will need to be replaced with new models having equivalent or better features. This project will afford the County a significant opportunity to refresh CWIRS, with benefits of updated technology and greater longevity, at no cost to the County.

Project Stages and Agreements

In a memo of October 26, 2006, the Internal Services Department (ISD) informed your Board of activities that ISD would be undertaking in 2007 related to the frequency band reconfiguration of CWIRS. The memo indicated the reconfiguration project will proceed in two stages: (1) the planning stage, and (2) the implementation stage. Each stage will require a funding agreement with Sprint Nextel to provide funding as mandated by the FCC, and a services agreement with the CWIRS equipment vendor, M/A-COM, to provide services and equipment related to the reconfiguration.

The two agreements before your Board for approval at this time are for the planning stage.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed action supports the County's Strategic Plan Goal 3, Organizational Effectiveness, and Goal 8, Public Safety. The reconfiguration of CWIRS will allow the County to comply with a mandatory requirement of the FCC and will result in the

utilization of updated technology by County departments. It also supports Goal 4, Fiscal Responsibility in that the reconfiguration will be implemented at no cost to the County.

FISCAL IMPACT/FINANCING

Under the FCC 800 MHz orders of July 8, 2004 as amended, Sprint Nextel must provide funding for all reasonable and necessary reconfiguration costs incurred by the County and contract vendors. As such we anticipate no net County cost for the project. The amount of funding for each stage will be negotiated between the County and Sprint Nextel, and committed in contractual agreements. The amount to be provided by Sprint Nextel for the planning stage is \$442,408. Of this total, \$246,472 is allocated for work to be contracted to M/A-COM and \$195,936 is allocated for ISD labor costs and outside counsel fees.

Under the terms of the Sprint Nextel agreement, advance funds received for ISD labor costs (\$195,936) will be placed in a trust account specifically designated for the reconfiguration project. The funds will be transferred from trust to ISD earned revenue as actual costs are incurred. For M/A-COM services, the agreements provide that funds will be disbursed by Sprint Nextel directly to M/A-COM only upon acceptance of the work by ISD.

The FCC Order provides for a "true-up" process at project completion. If FCC approved expenditures are less than the funding received, the excess must be returned to Sprint Nextel. If expenditures exceed funding, additional funding must be provided by Sprint Nextel in accordance with FCC guidelines.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Planning Funding Agreement - Sprint Nextel

The Planning Funding Agreement provides that Sprint Nextel will provide funding to the County in the amount of \$442,408 for the planning stage. The agreement template is a form used nationwide and approved by the FCC. The agreement provides that Sprint Nextel will pay the third-party vendor providing the planning services (M/A-COM) directly upon approval of work by the County. Sprint Nextel will not be performing services for the County. Because the subject agreement is the standard agreement mandated by the FCC, standard County terms and conditions for service contracts are therefore not included in the funding agreement.

Reconfiguration Planning Agreement - M/A-COM

The Reconfiguration Planning Agreement with M/A-COM provides that M/A-COM will provide services to assist the County in developing its reconfiguration plan. The agreement is deliverable based with a Maximum Contract Sum of \$246,472.00. M/A-COM agrees that the obligation for payment is the sole obligation of Sprint Nextel and is not an obligation of the County. Payment to M/A-COM will be made by Sprint Nextel only upon approval by the County of work completed.

This agreement is exempt from Proposition A, as the services are of an extraordinary professional and/or technical nature, and are of a temporary nature (County Code 2.121.250(B)(3)), and therefore is not subject to the Living Wage Program (County Code 2.201).

County-required provisions have been included in the agreement at Attachment F (Additional Terms and Conditions), including the County's Child Support Compliance Program, consideration of GAIN/GROW participants, Contractor Non-responsibility and Debarment, Contractor Jury Service, and Safely Surrendered Baby Law.

Damages are limited under the agreement to direct damages in an amount not to exceed the amount paid under the maximum contract sum. Notwithstanding, M/A-COM has agreed to indemnify the County against all third-party liabilities without limitation or categorical exclusion. We believe that this remedial scheme is commercially reasonable and appropriate for the County in the context of this planning services agreement.

Both the funding agreement and the planning services agreement were reviewed with County Counsel during negotiations, and will be approved as to form prior to execution.

CONTRACTING PROCESS

Planning Funding Agreement (Sprint Nextel)

The Planning Funding Agreement is subject to the FCC Order which requires that Sprint Nextel provide funding for the reconfiguration. The FCC Order requires that funding agreements with Sprint Nextel be negotiated by all agencies nationwide that are affected. Standard agreement forms have been developed by Sprint Nextel and approved by the FCC.

Reconfiguration Planning Agreement (M/A-COM)

In accordance with your Board's policy, ISD notified your Board on January 11, 2007 of our intent to enter into sole source negotiations with M/A-COM. Because the existing CWIRS system is proprietary to M/A-COM, the only vender that can reconfigure our system is M/A-COM.

IMPACT ON CURRENT SERVICES

Reconfiguration planning and implementation will proceed in parallel with current CWIRS operation. All activity will be coordinated with the departments to ensure that there is minimal or no impact on operations.

CONCLUSION

Upon approval, the Executive Office, Board of Supervisors is requested to return one (1) adopted, stamped copy of the Board letter and three (3) certified copies of the Board Order to the Director, Internal Services Department and to the Chief Information Officer.

Respectfully submitted,

Reviewed by:

INTERNAL SERVICES DEPARTMENT

CHIEF INFORMATION OFFICE


DAVE LAMBERTSON
Director


JON W. FULLINWIDER
Chief Information Officer

DL:DM
Attachments

c: Chief Administrative Officer
Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller

CIO ANALYSIS

**REQUEST TO APPROVE AGREEMENTS WITH SPRINT NEXTEL CORPORATION
FOR FUNDING AND M/A-COM, INC. FOR PLANNING SERVICES FOR THE
RECONFIGURATION OF THE COUNTYWIDE INTEGRATED RADIO SYSTEM (CWIRS)
(ALL DISTRICTS - 3 VOTES)**

CIO RECOMMENDATION: ☒ **APPROVE** ☐ **APPROVE WITH MODIFICATION**
 ☐ **DISAPPROVE**

Contract Type:

☒ **New Contract** ☐ **Contract Amendment** ☐ **Contract Extension**
☒ **Sole Source Contract** ☐ **Hardware Acquisition** ☐ **Other**

New/Revised Contract Term: **Base Term:** 120 Days **# of Option Yrs** _____

Contract Components:

☐ **Software** ☐ **Hardware** ☐ **Telecommunications**
☒ **Professional Services**

Project Executive Sponsor: **Dave Lambertson, Director, Internal Services Department**

Budget Information :

Y-T-D Contract Expenditures	\$0
Requested Contract Amount	\$0
Aggregate Contract Amount	\$0

Project Background:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project legislatively mandated?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? 100%
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved? Thirty departments use the system

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan? The Project supports the County's Strategic Plan Goal 3, Organizational Effectiveness, and Goal 8, Public Safety. The reconfiguration of the Los Angeles Countywide Integrated Radio System (CWIRS) will allow the County to comply with a mandatory requirement of the Federal Communications Commission (FCC) and will result in the utilization of updated technology by County departments. It also supports Goal 4, Fiscal Responsibility in that the reconfiguration will be

		implemented at no cost to the County.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

The Director of ISD is requesting Board approval, and delegated authority to sign, two (2) contracts for the planning stage of the Countywide Integrated Radio System (CWIRS) Reconfiguration Project. The project involves the moving of the CWIRS system to different radio frequencies as mandated by the FCC, and funded by Sprint/Nextel.

1) The contract with Sprint/Nextel is for funding, not to exceed \$442,408, for the planning activities for the reconfiguration.

2) The contract with M/A-COM, not to exceed \$246,472, is to do the planning activities for the reconfiguration. This is a sole-source contract as M/A-COM is the original supplier of the CWIRS system equipment and is the only firm that can do the modifications.

These contracts are for the planning activities for the reconfiguration. There will be subsequent contracts for the actual reconfiguration work.

Background:

CWIRS is a County radio system used for mobile communications by thirty County departments and agencies, including the Department of Public Works, Department of Health Services, and the Department of Public Social Services.

Beginning in the late 1990s, government agency and public safety radio systems around the country that utilize the 800 MHz frequency spectrum, including CWIRS, began to experience interference in their operations. After an investigation by the Federal Communications Commission (FCC), the cause was determined to be the use of adjacent frequencies by Nextel Communications, Inc. Nextel was later acquired by Sprint and is now known as Sprint Nextel. During 2000-2004, the FCC held hearings and explored various possible solutions to the problem. In August 2004, the FCC issued its Final Report and Order requiring 800 MHz licensees, including Los Angeles County, and Sprint Nextel to move to new frequencies. The FCC ordered Sprint Nextel to fund the moves.

Project Justification/Benefits:

- 1) This project is mandated by the FCC. The County must comply with the FCC order or else the County will lose the frequencies and have to shut down the radio system.
- 2) The project will eliminate the radio Interference experienced by the County and other users in this frequency band by moving to a new band.
- 3) The project will facilitate the acquisition and installation of new equipment on CWIRS, providing an opportunity to refresh the System with benefits of updated technology and greater longevity at no cost to the County.

Project Metrics

ISD has established the following project schedule:

- 1) In January 2007, a Planning Funding Agreement (PFA) was negotiated with Sprint Nextel to provide funding for the Planning Stage. An amount of \$442,408 was requested. A contract in the amount of \$246,472 with M/A-COM was negotiated for the reconfiguration planning. The difference between the Sprint/Nextel funding and the M/A-COM contract is to compensate for County labor in the planning activities. The contract planning activities with M/A-COM is for 120 days. The Planning Stage will result in the development of a detailed statement of work and cost estimate for the Implementation Stage.
- 2) A Frequency Reconfiguration Agreement (FRA) will be negotiated with Sprint Nextel in approximately June 2007 to provide the funding for the Implementation Stage. The estimated amount that will be necessary to implement the reconfiguration is approximately \$30 million. This amount will be determined during the Planning Stage. A contract will be negotiated with M/A-COM to provide the equipment and services to perform the reconfiguration of the CWIRS system. Both the Sprint/Nextel funding agreement and the M/A-COM contract will be submitted to the Board for approval.
- 3) The Implementation Stage is estimated to begin August 2007 and end June 2008.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved

Reconfiguration is FCC mandated. Failure to comply before the stipulated deadline will result in cancellation of the County's 800 MHz frequency licenses and the resulting cessation of CWIRS service.

Alternatives Considered:

None

Project Risks:

Project risks include failure of the County to negotiate the Frequency Reconfiguration Agreement with Sprint Nextel, failure of the County to execute the reconfiguration of the

equipment without disrupting critical services, failure to complete the reconfiguration before the stipulated deadline, or failure of Sprint Nextel to fully compensate the County for material and labor expended.

Risk Mitigation Measures:

If the County and Sprint Nextel cannot complete negotiations by the end of July 31, 2007, there is a FCC required process to resolve differences. The FCC Transition Administrator, an FCC contractor, is required to mediate negotiations if parties have not completed negotiations by the end of July 31, 2007. If the Transition Administrator determines that the parties will not be able to successfully complete negotiations, the FCC provides binding arbitration between the parties.

Contractors and material suppliers that will be furnishing and implementing the new equipment or configurations will be acquired using standard County procurement and contracting processes and procedures.

The current CWIRS operations must continue as the changes are made. Implementation of the reconfiguration will proceed in parallel with the current operation of CWIRS. All activity will be coordinated with the departments to ensure that there is minimal or no impact on operations.

When funding is received from Sprint Nextel, it will be placed in an account specifically designated for the reconfiguration project. Funds will be allocated as expenditures occur. The FCC Order provides for a "true-up" process at project completion. If expenditures are less than the funding received, the excess must be returned to Sprint Nextel. If expenditures exceed funding, additional funding must be provided by Sprint Nextel in accordance with FCC guidelines.

Financial Analysis:

There will be no net County cost for this effort. Under the FCC Order, Sprint Nextel must provide all funding. This will be accomplished in two stages: this current planning funding stage and the later implementation stage. The amount of funding to be provided for each stage is negotiated between the County and Sprint Nextel in contractual agreements. Payment for equipment, material, and contractors goes directly from Sprint Nextel to the providers. The County is only responsible for approving the invoices. The County receives direct funding from Sprint Nextel only for County labor expended.

CIO Concerns:

None

CIO Recommendations:

The CIO recommends that this project be approved.

CIO APPROVAL

Date Received: 2-7-07

Prepared by: Dennis Shelley

Date: February 7, 2007

Approved:

Date: 2-7-07

**PLANNING FUNDING AGREEMENT
[800 MHZ RECONFIGURATION]**

This PLANNING FUNDING AGREEMENT ("Agreement") is made as of the Effective Date by and between Los Angeles County, a political subdivision of the state of California ("Incumbent"), and Nextel Operations, Inc., a wholly owned indirect subsidiary of Sprint Nextel Corporation, a Kansas corporation ("Nextel") having an address of 2001 Edmund Halley Drive, Reston, VA 20191. Nextel and Incumbent may be referred to collectively in this Agreement as the "Parties."

RECITALS:

A. On August 6, 2004, the Federal Communications Commission ("FCC") issued a report and order to reconfigure the frequency allocations in the 800 MHz band ("Reconfiguration"), including frequency allocations on which Incumbent and Nextel are currently authorized to operate (respectively, the "Incumbent Frequencies" and "Replacement Frequencies").

B. On December 22, 2004, the FCC issued a Supplemental Order and Order on Reconsideration. The August 6, 2004 and December 22, 2004 FCC orders, along with any binding actions issued by the FCC's Transition Administrator ("Transition Administrator") pursuant to its delegated authority under the orders ("Actions"), are collectively referred to as the "Order."

C. Pursuant to the Order, Nextel and Incumbent intend to enter into a 800 MHz Frequency Reconfiguration Agreement ("Reconfiguration Agreement") that will define the Parties' respective obligations regarding the Reconfiguration, including without limitation Nextel's obligation to pay for reasonable costs incurred in effecting the Reconfiguration.

D. This Agreement will be placed on the agenda for public hearing before Incumbent's Board of Supervisors, and shall become effective upon approval and signature by all parties and upon approval by the FCC, or as of March 5, 2007, whichever comes later (the "Effective Date")

AGREEMENT:

1. **Planning Cost.** To facilitate negotiation of the Reconfiguration Agreement involving the license(s) for the Incumbent Frequencies granted by the FCC as identified in Schedule A (the "Incumbent Licenses"), and in accordance with the work described in the Statement of Work attached to this Agreement as Schedule B, Nextel will pay the cost of the planning activities identified on Schedule C attached hereto ("Planning Cost") in an amount not to exceed the Planning Cost estimate set forth on Schedule C ("Planning Cost Estimate"). All Planning Costs incurred for internal labor must be consistent with the Transition Administrator Incumbent Labor Rate Reimbursement Policy as set forth at www.800TA.org. The planning activities and deliverables identified in Schedule B will commence upon execution by the Effective Date and shall be completed no later than hundred (100) days after the Effective Date.
2. **Payment Terms.** Nextel will make payments in accordance with the payment terms identified on Schedule C for both payments made directly to Incumbent and

payments made on behalf of Incumbent directly to each third party vendor or service provider identified on Schedule C ("Planning Vendor").

3. **Confidentiality.** The terms of this Agreement and any proprietary, non-public information regarding the Incumbent Frequencies, Replacement Frequencies, Nextel's business and Incumbent's business must be kept confidential by the Parties and their employees, shareholders, agents, attorneys and accountants (collectively, "Agents"), which confidentiality will survive final payment or termination of this Agreement for a period of three (3) years. The Parties may make disclosures as required by law, to the Transition Administrator and to a Planning Vendor (but only to the extent that such disclosure specifically relates to that Planning Vendor's work and costs under this Agreement (as identified on Schedule C)) as required to perform obligations under this Agreement. Nextel, Incumbent, and their respective Agents may make disclosures regarding the terms of this Agreement to other public safety licensees and their Agents. Each party involved in such disclosures shall cause all of its Agents to confine the disclosure of the terms of this Agreement to only public safety licensees and will advise the party to whom the disclosure was made, to limit further disclosure to only public safety licensees in accordance with the FCC order, WT docket no. 02-55, adopted January 8, 2007. Notwithstanding anything in this Agreement to the contrary, whether expressly or by implication, the Incumbent and/or its Agents may make disclosures as permitted by California law, including but not limited to Article I, section 3, of the California Constitution and Government Code section 6250, et seq., (California Public Records Act),
4. **Review Rights.** In order to enable the Transition Administrator to comply with its audit obligations under the Order, Incumbent agrees to maintain records and other supporting evidence related to the costs that Incumbent has expended in connection with planning activities related to the Reconfiguration and that Nextel has paid or will pay to Incumbent pursuant to this Agreement. Incumbent agrees to maintain such records and make them reasonably available to the Transition Administrator for review or reproduction until twenty-four (24) months after Closing, as defined in Section 7. As used in this provision, "records" includes books, documents, accounting procedures and practices and other data regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form.
5. **Changes.** If either Party believes that a change to the planning activities contemplated by the Planning Cost Estimate is required (including changes by Planning Vendors), such Party will promptly notify the other Party in writing. Such written notice (the "Planning Funding Change Notice") shall set forth (i) a description of the scope of the change believed to be necessary and (ii) an estimate of any increase or decrease in the Planning Cost Estimate and in the time required to finish planning for the reconfiguration of Incumbent's existing facilities. A Party receiving a Planning Funding Change Notice shall immediately perform its own analysis of the need for and scope of the change and its impact on the Planning Cost Estimate and schedule and negotiate the change in good faith with the other Party. After the Parties have agreed upon a change to this Agreement, they shall prepare a proposed amendment to this Agreement pursuant to Section 13 and submit to the Transition Administrator a copy of the proposed amendment together with a written request for its approval. Such request shall be

accompanied by reasonable documentation supporting the need for and scope of the change and any proposed increase or decrease in the Planning Cost Estimate and in the time required to finish planning for the reconfiguration of Incumbent's existing facilities. Incumbent is responsible for all changes necessary as it relates to work performed by a Planning Vendor on behalf of Incumbent. No change to the Planning Cost Estimate, the planning activities contemplated by the Planning Cost Estimate or the time required to finish planning for the Reconfiguration of Incumbent's existing facilities shall become effective until the Transition Administrator has approved the change in writing and both Parties have signed an amendment incorporating such approved change into this Agreement pursuant to Section 13.

6. **Disputes.** The Parties agree that any dispute related to Nextel's obligation to pay the cost of any planning activities related to the Reconfiguration of Incumbent's system contemplated by this Agreement, which is not resolved by mutual agreement, shall be resolved in accordance with the dispute resolution provisions of the Order, as it may be amended from time to time, so long as the Order does not require binding arbitration.
7. **Closing.** The closing ("Closing") of the transactions contemplated by this Agreement will take place after delivery by Incumbent to Nextel of: (i) all receipts, invoices and other documentation required to substantiate the actual costs of the planning activities contemplated by the Planning Cost Estimate ("Actual Planning Costs"), and certification that any Actual Planning Costs incurred for internal labor are consistent with the Transition Administrator policy on Incumbent Labor Rate reimbursement as identified at www.800TA.org; and (ii) a copy of all deliverables required to be delivered pursuant to the Statement of Work. Prior to Closing, Incumbent will submit to Nextel documentation (including without limitation invoices, receipts, and timesheets or equivalent documentation) demonstrating the Actual Planning Costs. Upon receipt by Nextel of documentation of the Actual Planning Costs, Nextel and Incumbent will reconcile the Actual Planning Costs against the payments made by Nextel to or on behalf of Incumbent pursuant to this Agreement and the Parties will agree upon the amount of any additional payments due to Incumbent, or its Planning Vendors, or any refunds due to Nextel.
8. **Reconciliation.** The effective date of agreement on reconciliation of the Actual Planning Costs and signing of the Closing documents by both Parties is considered the "Planning Funding Reconciliation Date." Any additional payments due to Incumbent from Nextel will be disbursed to Incumbent within thirty (30) days of the Planning Funding Reconciliation Date, provided the additional payments do not result from Actual Planning Costs that exceed the Planning Cost Estimate. Any refunds due to Nextel from Incumbent will be made within thirty (30) days of the Planning Funding Reconciliation Date. In the event Incumbent's Actual Planning Costs exceed the Planning Cost Estimate, Incumbent must submit a Planning Funding Change Notice pursuant to Section 5 of this Agreement describing the change in scope of work that resulted in Incumbent's Actual Planning Costs exceeding the Planning Cost Estimate. Approval of any Planning Funding Change Notice will not be automatic but will be processed in accordance with Section 5 of this Agreement. Additional payments due to Incumbent, which result from an excess of Actual Planning Costs over the Planning Cost Estimate,

as agreed on the Planning Funding Reconciliation Date, will be disbursed to Incumbent within thirty (30) days of the Transition Administrator's approval of a Planning Funding Change Notice and execution by both Parties of an amendment incorporating such approved change into this Agreement pursuant to paragraph 13.

9. **Vendor Performance Issues:** Incumbent will select and contract directly with any vendor or service provider performing the planning activities. Neither the Transition Administrator nor Nextel will be responsible for, or assume the risk of any failure of that Planning Vendor to perform its obligations under any contract entered into between Incumbent and such Planning Vendor in connection with this Agreement.
10. **Termination.** This Agreement may be terminated and the transactions contemplated by this Agreement abandoned: (i) by mutual consent of the Parties provided in writing; (ii) for cause by either Party upon material breach of the other Party, following a thirty (30) day period for cure by the breaching Party following written notice of the breach or (iii) by Nextel in the event of any Adverse Decision by any governmental entity of competent jurisdiction affecting the Order. For purposes of this Agreement, an "Adverse Decision" means an order, decree, opinion, report or any other form of decision by a governmental entity of competent jurisdiction that results, in whole or part, in a stay, remand, or reversal of the Order, or otherwise in any revision to the Order that Nextel determines, in its reasonable discretion, to be adverse to its interests. In the event of termination due to an Adverse Decision, Nextel will pay Incumbent and its Planning Vendors for all costs incurred up to the date of termination.
11. **Notices:** All notices and other communications under this Agreement must be in writing and will be deemed given (i) the same day if delivered personally or sent by facsimile; (ii) the next business day if sent by overnight delivery via a reliable express delivery service; or (iii) after five (5) business days if sent by certified mail, return receipt requested, postage prepaid. All notices are to be delivered to the Parties at the following addresses:

<p>If to Incumbent, to:</p> <p>Los Angeles County 1110 N. Eastern Avenue Los Angeles, CA 90063 Attn: Richard Granado, Radio Systems Division Manager Phone: (323) 267-2751 E-mail: rgranado@isd.co.la.ca.us</p>	<p>If to Nextel, to:</p> <p>Nextel Operations, Inc. c/o Sprint Nextel Corporation 2000 Edmund Halley Drive Reston, VA 20191 Attn: Heather P. Brown, Esq. Phone: (703) 433-4000 Fax: (703) 433-4483</p> <p>With a copy that shall not constitute Notice:</p> <p>Sprint Nextel Corporation 6575 The Corners Parkway Norcross, GA 30092 Attn: Julian H. Edwards, VP Spectrum Resources Phone: (678) 405-8442 Fax: (678) 405-8252</p>
<p>And a copy that shall not constitute Notice to:</p> <p>Internal Services Department - L.A. County 1100 N. Eastern Avenue, Second Floor Los Angeles, CA 90063 Attn: John L. Geiger, General Manager - Standards & Practices Fax: (323) 264-7135 Phone: (323) 267-3443 e-mail: jgeiger@isd.lacounty.gov</p>	<p>And a copy that shall not constitute Notice to:</p> <p>Sprint Nextel Corporation Attn: Rob Easton, Director, Spectrum Development 114 Coronation Circle Bountiful, UT 84010 Fax: (801) 296-6556 Phone: (801) 294-4810</p>

12. **Assignment:** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. So long as any successor-in-interest is fully bound by and complies with the Orders, either Party may assign this Agreement to any direct or indirect subsidiary or affiliate of the Party, upon delivery of written notice to the other Party.
13. **Amendments:** This Agreement, including without limitation the scope of the planning activities contemplated hereby and the Planning Cost Estimate thereof to be paid by Nextel, may be amended or modified only by a written instrument signed by authorized representatives of both Parties, provided, however, no amendment or modification to this Agreement shall become effective until approved by the Transition Administrator.
14. **Benefits:** This Agreement is for the benefit of the Parties and their successors and permitted assigns, and nothing in this Agreement gives or should be construed to give any legal or equitable rights under this Agreement to any person or entity,

other than (i) the successors and assigns of the Parties, and (ii) the Transition Administrator as specifically provided for in Sections 3, 4, 5, 8, 9 and 13.

15. **Miscellaneous:** If any provision(s) of this Agreement is held in whole or part, to be invalid, void or unlawful by any administrative agency or court of competent jurisdiction, then such provision(s) will be deemed severable from the remainder of this Agreement, will in no way affect, impair or invalidate any other provision contained in the Agreement and the Parties will use their reasonable efforts to amend this Agreement to make the unlawful provision compliant with applicable law so as to preserve the rights and obligations of the Parties. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement, together with the Schedules, constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. This Agreement is governed by the laws of the state of California without regard to conflicts of law principles thereof. This Agreement may be executed in one or more counterparts.

In consideration of the mutual consideration set forth herein, this Agreement is effective as a legally binding agreement between the Parties upon execution by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

INCUMBENT:
Los Angeles County, California

NEXTEL:
Nextel Operations, Inc.

By: _____

Name:

Title:

By: _____

Name:

Title:

APPROVED AS TO FORM:

COUNTY COUNSEL
Raymond G. Fortner, Jr.

By: _____

Lillian D. Salinger,
Senior Deputy County Counsel

SCHEDULE A

INCUMBENT LICENSE(S) INVOLVED IN PLANNING ACTIVITIES

800 MHz Call Signs			
Call Sign (one call sign per cell)	Two-Letter Service Code	Call Sign Expiration Date	Licensee Name
WNNM901	YF	3/20/2015	Los Angeles, County of
WNNM902	YF	3/20/2015	Los Angeles, County of
WNNM904	YF	3/20/2015	Los Angeles, County of
WNNM905	YF	3/20/2015	Los Angeles, County of
WNNM906	YF	4/30/2015	Los Angeles, County of
WNNM907	YF	3/20/2015	Los Angeles, County of
WNNM908	YF	8/18/2014	Los Angeles, County of
WNNM909	YF	3/29/2015	Los Angeles, County of
WNNM912	YF	4/30/2015	Los Angeles, County of
WNZY866	YF	7/29/2012	Los Angeles, County of
WNZY867	YF	7/29/2012	Los Angeles, County of
WPHY854	YF	11/28/2015	Los Angeles, County of
WPJM560	GF	7/29/2011	Los Angeles, County of
WPPX548	YF	2/28/2015	Los Angeles, County of
WPTQ630	YF	11/26/2011	Los Angeles, County of
WPUK518	YF	3/21/2012	Los Angeles, County of

SCHEDULE B

STATEMENT OF WORK

<i>Timeline for Completion of Planning Activities</i>	
<i>Start Date</i>	<i>End Date</i>
<i>Effective Date ("ED")</i>	<i>ED+98 days</i>

1.0 System Description

Overview

The Countywide Integrated Radio System (CWIRS) is a wide area, high capacity Trunked-Simulcast/Trunked-Multicast System that serves the communication needs of several public safety and public service entities within the County of Los Angeles.

CWIRS is built on the M/A-COM Enhanced Digital Access (EDACS) platform and was completed in 1993. It uses forty-three (43) NPSPAC frequencies to communicate to some 8100 users in thirty (30) County departments. A total of thirteen (13) radio sites are employed to provide the required countywide radio coverage and to address special coverage enhancements and traffic demands in selected areas. An additional communications site serves as the central hub for processing, controlling and routing all CWIRS radio traffic such as to provide full featured, countywide intra-agency and inter-agency radio communications.

The County's Internal Services Department (ISD) is responsible for engineering and maintaining CWIRS and for overseeing and supporting the 800 MHz Reconfiguration Project.

The system topography and representative radio coverage areas are illustrated in Figure 1. A description of the various CWIRS subsystems and their operation is given below.

Frequencies

In addition to its 43 CWIRS/NPSPAC frequencies, the County is licensed on, and maintains CWIRS interoperability with:

- three (3) 800 MHz frequencies (one of which is in the Channel 1-120 group and one in the expansion band) used for conventional, non-simulcast communications in small cells
- four (4) Temporary Location NPSPAC frequencies for experimental and emergency operation in conventional mode, and
- seven (7) NPSPAC Mutual Aid channels operating in part conventional simulcast and part conventional non-simulcast mode of operation.

Table 1 lists all 800 MHz frequencies used by the County's radio systems. Of the 54

NPSAC frequencies shown, 7 are the Mutual Aid channels. These are licensed by the State of California, which entity has authorized Local Entities to negotiate and execute the necessary Planning Funding and Frequency Reconfiguration Agreements for these frequencies.

Only the NPSAC channels in Table 1 below are addressed in this RFPE. Associated call signs are tabulated on Schedule A.

Table 1: Total List of the County's 800 MHz Operating Frequencies

NPSAC Frequencies (Base Transmit - MHz)				
866.0125	866.7500	867.2500	867.9500	868.5125
866.0625	866.7750	867.2750	867.9625	868.5875
866.0875	866.8000	867.3000	868.0125	868.6125
866.2250	866.9375	867.4375	868.0625	868.7250
866.2500	866.9500	867.5125	868.0750	868.7500
866.2750	866.9625	867.5875	868.0875	868.7750
866.3000	867.0125	867.7250	868.2250	868.8000
866.4375	867.0625	867.7500	868.2500	868.8375
866.5125	867.0750	867.7750	868.2750	868.9125
866.5875	867.0875	867.8000	868.3000	868.9875
866.7250	867.2250	867.9375	868.4375	

Other Frequencies (Base Transmit – MHz)	
852.3125	Channel 53 – subject to rebanding under separate PFA
858.2625	Not Rebanded
860.2625	Expansion Channel – Election not to reband

Radio Infrastructure

Trunked Simulcast Systems

CWIRS' Trunked Simulcast communication is provided by two independent but interconnected 20Channel, 800 MHz, Ericsson-GE EDACS systems, comprising:

- The 20-channel **Countywide System**, deployed at eight mountaintop sites, providing radio coverage for the entire County of Los Angeles.
- The 20-channel **Basin System**, deployed at five mountaintop sites, providing radio coverage and additional capacity for the densely populated southern half of Los Angeles County, including San Gabriel Valley and San Fernando Valley.

Figure 1 illustrates the sites and general service areas applicable to each Simulcast System. Note that the “coverage” rectangles are intended only to roughly depict target coverage areas and should not be taken literally. Note also that Catalina Island's offshore distance is not to scale as it has been reduced to conserve page space.

A high level block diagram of the CWIRS architecture is shown in Figure 2.

An additional “Receive-Only” site is located in the Criminal Courts Building in downtown Los Angeles, where 20 receivers for the Countywide System and 20 receivers

for the Basin System serve to enhance reception from subscriber units transmitting from difficult coverage areas such as those masked by the existence of high rise buildings.

All sites are linked by the County's digital microwave and/or fiber optic cable network to the CWIRS "Hub" site at the Eastern Avenue Microwave facility (EAV). All subscriber (inbound) transmissions received at the radio sites congregate at EAV where they are voted to determine and select the best usable signal for routing back to the radio sites and simulcast retransmission (outbound).

Each 20-channel system functions independently. However, through the use of the Ericsson-GE Integrated Multisite Controller (IMC) located at EAV, subscribers assigned to either the Basin or the Countywide system can communicate "seamlessly" with each other, and also "roam" between the two systems without losing communication coverage.

By necessity, simulcast transmitters for a given radio channel are maintained on precisely the same frequency. This is accomplished by the use of high-accuracy, high-stability rubidium frequency standards at each of the simulcast sites. Additionally, all microwave/multiplex equipment at the sites is synchronized to a single 1.544 MBit/sec timing source at EAV. Equalization networks are used for the audio to ensure that phase-coherent signals are received in the transmitter coverage overlap areas. Careful alignment of the simulcast systems is required on initial commissioning to ensure optimal coverage performance, and again periodically to compensate for slight drifts in equipment parameters or seasonal changes in propagation conditions.

Although the Basin and Countywide systems each share timing references and microwave links at a given site, interoperation traffic between the two systems at that site is always first processed through the receiver voters, the IMC and the simulcast conditioning/distribution equipment at EAV.

The Basin and Countywide Simulcast systems use Ericsson-GE Mastr IIe Base Station Repeaters. Table 2 shows the deployment and quantity of these radios by site and system.

Under fully operational conditions, trunking control of the Base Stations is performed by the Site Controllers at EAV, one for the Basin system and one for the Countywide system. Control of the Base Stations is performed by GE Trunking Cards (GETCs), which handle the transmissions to and from the Site Controllers and control the station PTT, TX Mute, etc.

In addition to the M/A-COM base station and trunking equipment at the site, RF combining and radiating elements - comprising TXRX Systems 6-port Transmitter Cavity Combiners, TXRX Systems Receiver Multicouplers, and directional/omnidirectional antennas from various manufacturers – form the complete complement of site equipment.

Trunked Multisite Systems

To enhance coverage in certain geographical areas - known as Zones – three additional non-simulcast EDACS trunked systems are deployed. Collectively, these are referred to as "multisite" systems, and they each comprise a stand-alone, low capacity transceiver site and, in the case of the East Zone, a receive only site. However, they are all fully

integrated into the total CWIRS network via microwave and the IMC such that radios on any given talkgroup in any Zone will be automatically connected to other CWIRS radio traffic occurring on that talkgroup.

Figure 1 illustrates the sites and general service areas applicable to each of the Zone Systems. Note that the “coverage” ellipses are intended only to roughly depict target coverage areas and should not be taken literally.

Base Station repeaters in the Zones are the Ericsson-GE Mastr III model. Table 2 shows the deployment and quantity of these radios by Site and Zone.

Trunking control of the Base Stations is performed by a dedicated Site Controller at each of the Zone transmitter sites. GE Trunking Cards (GETCs) in each base station handle the transmissions to and from the Site Controller and control the station PTT, TX Mute, etc. In the event of microwave failure, the affected Zone continues as a stand-alone trunked radio system but loss of connectivity to the IMC precludes interoperability with the Simulcast or other Multisite systems. In the event of Site Controller failure, the GETCs assume the trunking role and the site falls back to a preset configuration or “Failsoft” mode of operation.

As with the Simulcast systems described above, all Zone sites are linked by the County’s digital microwave and/or fiber optic cable network to the CWIRS “Hub” site at the Eastern Avenue Microwave facility (EAV) where the IMC resides and, where satellite receivers are involved, subscriber (inbound) transmissions are voted to determine and select the best usable signal for routing and (outbound) retransmission on the appropriate Simulcast and/or Zone system transmitters.

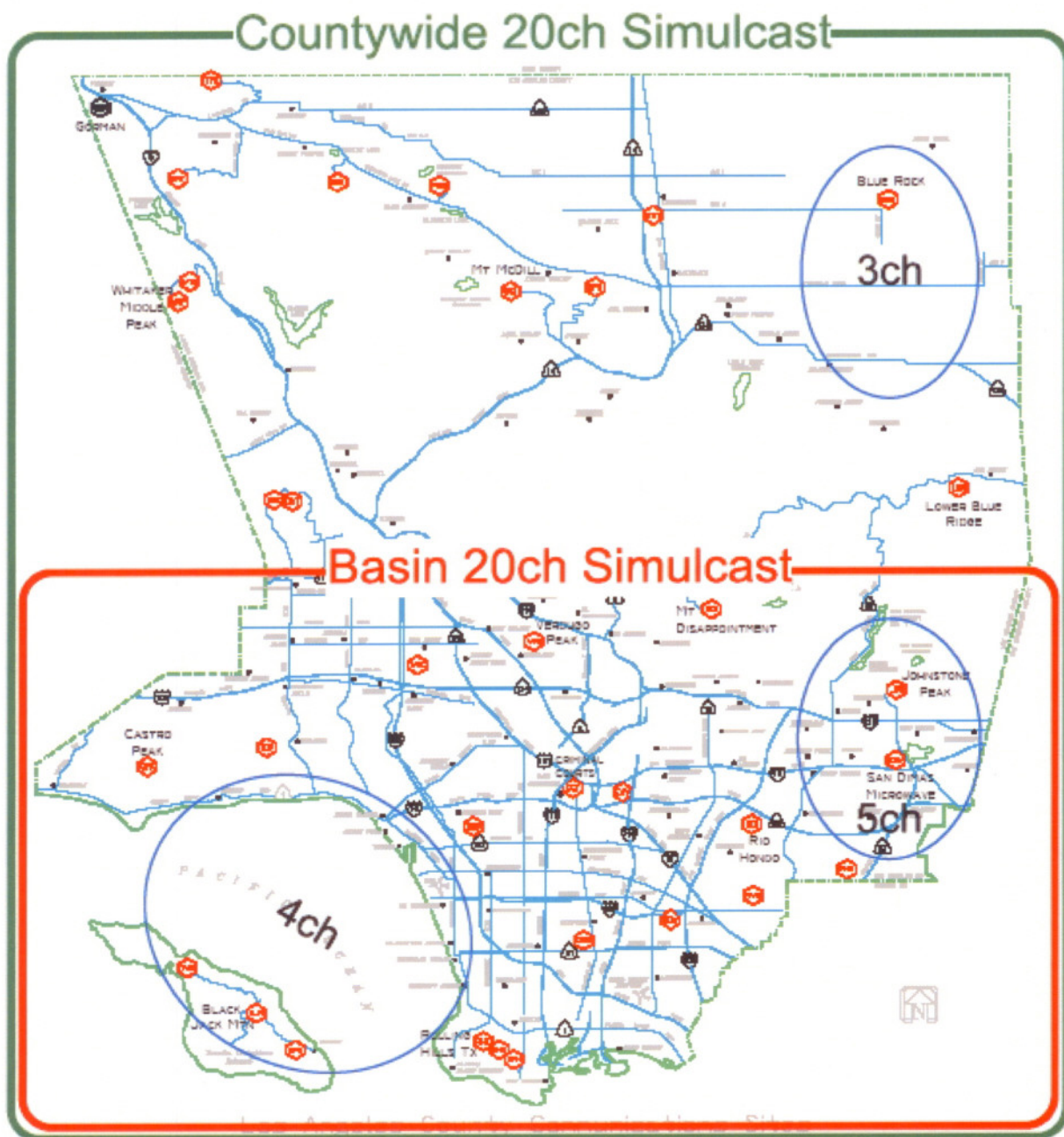
Mutual Aid

Although not strictly part of the CWIRS trunked system, the County operates and maintains a 800 MHz (NPSPAC) Mutual Aid (ITAC) radio system. This comprises seven repeaters at San Dimas Microwave and Oat Mountain Microwave, tuned to ICALL, ITAC1 thru ITAC4, CLEMARS 800 and FIREMARS. They each use one transmit antenna with a combiner and one receive antenna with a multicoupler.

A second Mutual Aid system at Mt. McDill consists of a combination of two repeaters and a multifrequency receiver. At Verdugo Peak there is one repeater (ICALL) and a multi-frequency transmitter with a multi-frequency repeater. One repeater at each site operates in simulcast with its counterpart at the other site and serves as the “calling channel”. The second repeater at each site is remotely instructed to operate on any one of four other 800 MHz mutual aid channels, and operates independently and non-simulcast with the other site.

The Mutual Aid system is available 24/7 to provide emergency communication and interoperability with other agencies over a wide geographical area. It is licensed by the State of California, which has assigned the County the responsibility for performing the necessary 800 MHz rebanding.

Figure 1: CWIRS Radio Site Locations and Target Coverage Areas



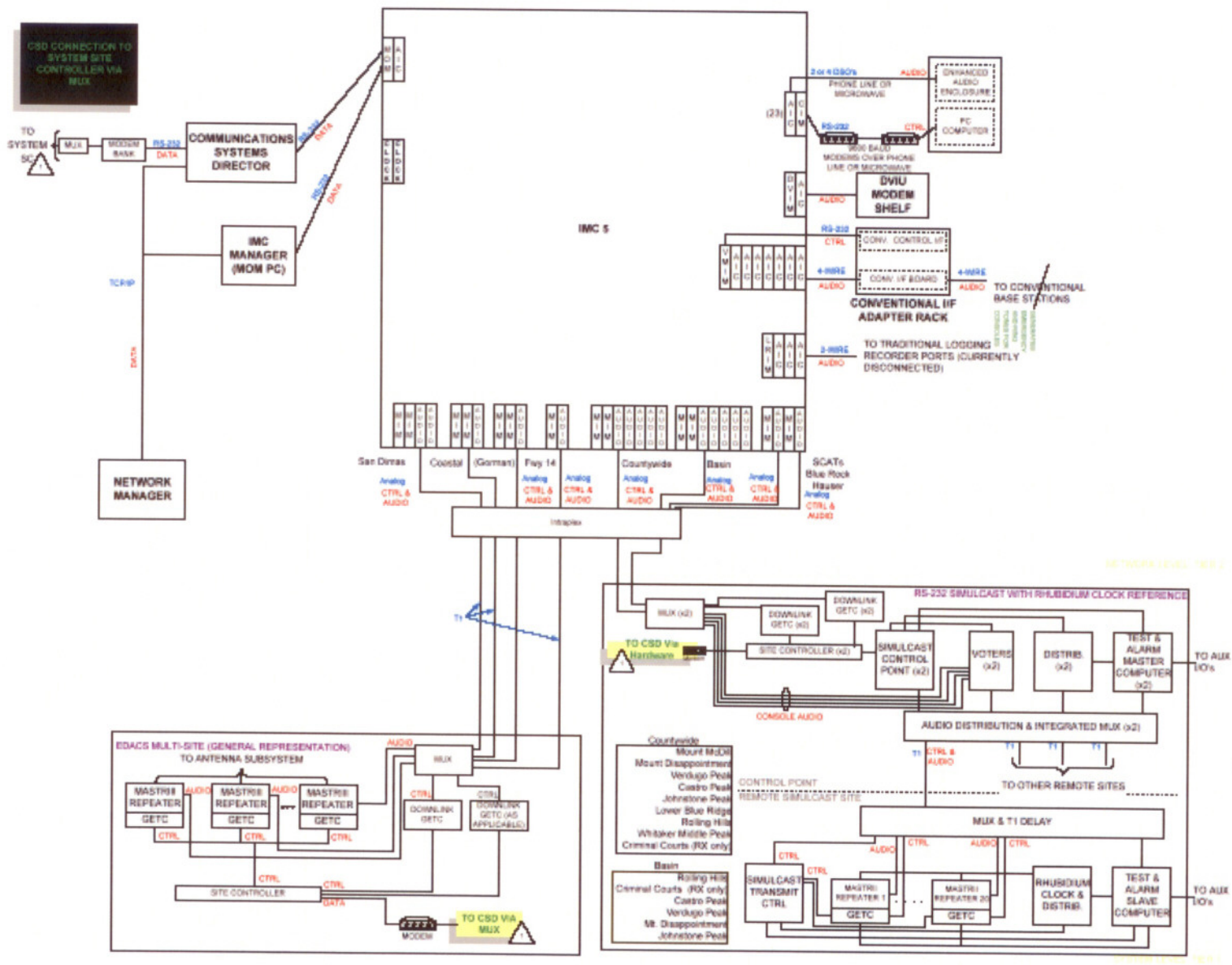


Figure 2: CWIRS Radio System Network Block Diagram

Table 2: CWIRS Radio Systems – Site/Radio Deployment

System >		Trunked Simulcast		Trunked Multisite			Conventional Simul/non-Simul
Service Area >		Basin	County-wide	East Zone	Coast Zone	North-East Zone	Countywide (Mutual Aid)
Radio Site / Abbreviation							
		<i>Transceivers</i>					
Castro Peak	CPK	20	20				
Johnstone Peak	JPk	20	20				
Lower Blue Ridge	LBR		20				
Mt. Disappointment	MDI	20	20				
Mt. McDill	MMC		20				2
Rolling Hills Transmit	RHT	20	20				
Verdugo Peak	VPK	20	20				2
Whitaker Middle Peak	WMP		20				
Black Jack Mt.	BJM			4			
San Dimas Microwave	SDW				5		7
Blue Rock	BRK					3	
Oat Mt. Microwave	OAT						7
<i>Total Transceivers</i>		<i>100</i>	<i>160</i>	<i>4</i>	<i>5</i>	<i>3</i>	<i>18</i>
		<i>Receivers</i>					
Criminal Courts	CCT	20	20				
Rio Hondo	RIH			4			
<i>Total Receivers</i>		<i>20</i>	<i>20</i>	<i>4</i>			

Subscribers

CWIRS is a single integrated radio system that is accessible to a large number of users within a variety of different, independent departments. A list of these departments is given in Table 3. The many features and benefits of trunking technology allow autonomous, private conversations to take place between individuals or between members of a group without interfering with other groups.

Field units use mobile and portable radios to communicate over the radio system, while dispatch operators use RF Control stations, mobile relay operation, communications control consoles or desk-top control units.

A disaster coordination configuration is preset into every user's radio which allows them to access, monitor and participate in common county-wide transmissions. Some units are programmed with access to the California State controlled Mutual Aid repeaters and/or other sister agency radio systems, should the need arise for interoperability with non-CWIRS users.

Communications Control

All communication and control circuits to and from the radio sites are conveyed via the County's microwave backbone, the hub of which is EAV. This facility also functions as CWIRS' Communication Control Center and contains the Basin and Countywide receiver voting subsystem, simulcast transmission control and conditioning equipment, trunking system controllers, the system manager and the Integrated Multisite Controller (IMC). Additionally, it contains the common switching equipment that interfaces to communication control consoles located at the Hall of Records, the Emergency Operations Center and elsewhere across Los Angeles County.

Communications control consoles and desk-top control units are hard-wired to the Integrated Multisite Controller (IMC) and Central Site Controller (CSC). Communications control consoles are capable of operating on any CWIRS talk groups or systems.

One of the most important features of CWIRS is interoperability with other County agencies. CWIRS interfaces with other County Public Safety radio systems, such as the Sheriff and Fire Systems.

Table 3: CWIRS Subscriber Agencies and Departments

#	Agency/Department	#	Agency/Department
1	Administrative Officer	20	Public Library
2	AG Comm/Weights and Measures	21	Public Social Services
3	Animal Care and Control	22	Public Works
4	Beaches and Harbor	23	Red Cross
5	Board of Supervisors	24	Registrar Recorder
6	Children and Family Services	25	Sanitation - Solid Waste
7	Children Medical Services	"	Sanitation - Water Waste
8	Community and Senior Citizen Services	26	Sheriff
9	Coroner	27	Temple City
10	District Attorney	28	State Parole
11	Fire - F & FW	29	Health Hazmat
12	Glendora Transportation	30	ISD - Alterations and Improvements
13	Health Services	"	ISD - Communication Systems Support
14	Mental Health	"	ISD - Custodial Services
15	Museum of Art	"	ISD - Customer Assistance Division
16	Museum of Natural History	"	ISD - Dept-Wide Programs Division
17	OPS - Admin	"	ISD parking Services
"	OPS - Facilities	"	ISD - Maintenance and Operations
"	OPS - Health	"	ISD - Network Services Division
"	OPS - Parks	"	ISD - Premises Systems Division
18	Parks and Recreation	"	ISD - Radio Systems Division
19	Probation - JIB	"	ISD - Telecom Branch Admin
"	Probation - Main		

Table System Description:

System Description	
Number of mobile units used for day-to-day communications covered by this RFPF (used to calculate per unit cost); include control stations and SCADA units	2631
Number of portable units used for day-to-day communications covered by this RFPF	5477
Number of channels covered by this RFPF (exclude channels not to be reconfigured)	54
Number of sites to be inventoried under this RFPF	15
Number of entities using the 800 MHz system being reconfigured	30

2.0 Task A: FREQUENCY ANALYSIS

2.1 Co-channel Analysis

2.2 Task A01: Transmitter Combiner and Receiver Multicoupler Suitability

This task will be performed by County Technical Staff. The County will:

- Determine if the new frequencies will operate in the existing combiner and multi-coupler systems at each site
- Determine the requirements for retuning or replacement, as applicable.
- Obtain and review manufacturer's specifications and retuning procedures.
- Specifically address the County's mandate to maintain full communication service, coverage and capacity throughout the Reconfiguration.

2.3 Task A02: Intermodulation Analysis

This task will be performed by County Technical Staff. The County will:

- Perform Intermodulation Analysis incorporating new TA-allocated frequencies for each affected site, considering both the rebanded system(s) and collocated systems.
- Collect frequency and technical data as needed from collocated radio systems.
- Determine the magnitude of potential interference, if any, and provide cost estimates to resolve potential interference by means of special filtering or other RF isolation measures.

Qualifying Scenarios	Suspected (yes/no)	Site(s) Affected (if known)
Location with two or more co-site transmitters with potential to impair base station receivers.	Yes	All
Licensee's fixed receive antenna is proximate to a transmitting antenna other than your own.	Yes	All
Landlords or site managers of shared transceiver sites requiring an analysis of the IM environment as part of site agreements when changing transmitting frequencies.	No	-

2.4 Task A03: Bidirectional Amplifier Suitability

This task will determine the functional suitability of bidirectional amplifier systems for use on rebanded channels and will be performed by the County Technical Staff responsible for the various CWIRS/BDA deployments. The County will:

- Determine the components within the BDAs requiring retuning or replacement.
- Document the necessary modifications and associated procedures such as to ensure an expedient transition to the rebanded NPSPAC channels and with the same performance.
- Estimate the labor and material costs required to perform the Reconfiguration.

Frequency and Interference Analysis deliverables include:

Deliverables	Estimated Date of Completion
<u>CDRL A01: Transmitter Combiner and Receiver Multicoupler Suitability Assessment Report</u> - Reports the suitability of the proposed frequencies to operate on the existing TX combiners and RX multi-couplers.	ED+42 days
<u>CDRL A02: Intermodulation Interference Report</u> - Report on suitability/comparability of the new NPSPAC frequencies with respect to the effect on Licensee and collocated systems, including recommended mitigation measures, as necessary, and their associated cost.	ED+42 days
<u>CDRL A03: Bidirectional Amplifier Assessment</u> – Details the BDA retuning/ transition procedures, logistics, schedule and resource requirements to accommodate the new NPSPAC frequency allocations.	ED+42 days

INTERNAL Labor Table – FREQUENCY ANALYSIS

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
A01: Transmitter Combiner and Receiver Multicoupler Suitability Assessment	ED	ED+42 days	63	108	6804		County Technical Staff
A02: Intermodulation Interference Study	ED	ED+42 days	130	108	14040		County Technical Staff
A03: Bidirectional Amplifier Assessment	ED	ED+42 days	20	108	2160		County Technical Staff
Total Internal Cost					\$23004	0	

VENDOR Labor Table – FREQUENCY ANALYSIS

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
A01: Transmitter Combiner and Receiver Multicoupler Suitability Assessment					0	0	
A02: Intermodulation Interference Study					0	0	
A03: Bidirectional Amplifier Assessment							
Total Vendor Cost					0	0	

3.0 Task B: SYSTEM INVENTORY

3.1 Task B01: Infrastructure Inventory

This task will be performed by the Vendor, with support from County Technical Staff. The Vendor shall:

- Conduct inventories of all CWIRS fixed end (infrastructure) equipment that will be impacted in any way by Reconfiguration. Inventory itinerary is depicted in Table 4 under Task C02: Site Reconfiguration Planning; however Black Jack Mountain reconfiguration data will be obtained from existing documentation and photographs.
- Address M/A-COM as well as third party components such as Antennas, Transmitter Combiners, Receiver Multicouplers, Tower Top Amplifiers, Test Unit Radios, Control Channel Monitors, backhaul T1 Access Servers, spare parts and all other RF and ancillary equipment directly or indirectly impacted by Reconfiguration. However, tower climbing to inventory Antennas and Tower Top Amplifiers will not be necessary; additional tower data, if required, will be obtained by County Line Crew.
- Record description, model, version, serial number, quantity, software version, firmware version and configuration data, as applicable and as required to plan and price the Reconfiguration.
- Identify and describe mandatory upgrades, reprogramming, replacements, etc. applicable to each type of component.

Work will be performed by M/A-COM system engineer(s) with individual assignments made upon Notice to Proceed by County.

Vicinity transportation will be accommodated by rental vehicle.

Vendor Travel Expenses:

- (1) Airfare @ \$1,260
- (20) Lodging @ \$157.50/day
- (20) Subsistence @ \$63.00/day
- (20) Rental Car @ \$68.25/day

County Travel Expenses are included under Task C02: Site Reconfiguration Planning

3.2 Task B02: Subscriber Inventory

This task will be performed by County Technical Staff. The County will:

- Develop a detailed inventory of all CWIRS subscriber (user) equipment, including, but not limited to, mobile radios, portable radios, control stations. Include subscriber antennas, RF components, spares, accessories and all other RF and ancillary equipment directly or indirectly impacted by Reconfiguration.
- Document all current radio software, firmware and configuration data as may be required by M/A-COM to generate the cost to Reconfigure all subscribers (see Task C03). Quantities will be accurate to within 5%. To optimize the integrity of this data, some subscriber site visits may be required.

County Travel Expense: 10 days County Vehicle at \$38.04/day, \$0.9505/mile, avg. 60 miles round trip/day (less 40 miles/day)

3.3 Task B03: Bidirectional Amplifier Inventory

County Technical Staff will develop an inventory of all CWIRS BDA and associated equipment that is impacted by the Reconfiguration and document this in the deliverable "BDA Inventory".

System Inventory deliverables include:

Deliverables	Estimated Date of Completion
CDRL B01: Infrastructure Inventory – Lists all CWIRS equipment at each radio site and identifies which components need to be retuned, reprogrammed, replaced, upgraded.	ED+42 days
CDRL B02: Subscriber Inventory – A comprehensive inventory of all CWIRS subscriber equipment and accessories impacted by Reconfiguration.	ED+42 days
CDRL B03: BDA Inventory – Lists all CWIRS- related BDA equipment and installation sites; identifies which components need to be retuned, reprogrammed, replaced, upgraded.	ED+42 days

INTERNAL Labor Table – SYSTEM INVENTORY

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
B01: Infrastructure Inventory	ED	ED+42 days	40	108	4320	571	County Technical Staff
B02: Subscriber Inventory	ED	ED+42 days	140	108	15120		County Technical Staff
B03: BDA Inventory	ED	ED+42 days	10	108	1080		County Technical Staff
Total Internal Cost					\$20520	571	

VENDOR Labor Table – SYSTEM INVENTORY

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
B01: Infrastructure Inventory	ED	ED+42 days	168	175	29400	7035	M/A-COM
B02: Subscriber Inventory					0		M/A-COM
B03: BDA Inventory					0		
Total Vendor Cost					29400	7035	

4.0 Task C: ENGINEERING/IMPLEMENTATION PLAN**4.1 Task C01: Continuity of Communication Service Planning**

This task will be performed by the Vendor, with support from County Technical Staff. County labor estimate is based on 2 engineers supporting 10 days of site surveys (10 hour days).

The Vendor shall:

- Conduct detailed site surveys to determine and specify all facilities and equipment required to transition CWIRS to the new NPSPAC frequencies without any degradation in system coverage, capacity or reliability.

- Where additional space is required, plan for the deployment of temporary communication facilities, addressing all relevant aspects, including, but not limited to, transport, accessibility, site location/mounting, electric power, backup power, air conditioning, supervisory/security alarms, etc..
- Prepare site plans in sufficient detail to price the proposed Implementation.
- Prepare detailed equipment list

Equipment lists and site plans will be prepared by M/A-COM system engineer(s) with individual assignments made upon Notice to Proceed by County. Survey work will be performed by Vendor's subcontractor (General Dynamics Wireless Services under contract to M/A-COM). A two-person survey team is proposed. General Dynamics' expenses for this effort amount to \$11,403.

County Travel Expense: 10 days County Vehicle at \$38.04/day, \$0.9505/mile, avg. 120 miles round trip/day (less 40 miles/day)

4.2 Task C02: Site Reconfiguration Planning

This task will be performed by the Vendor, with support from County Technical Staff. County labor estimate is based on 2 engineers supporting 10 days of Reconfiguration planning (10 hour days).

The Vendor shall:

- Describe how the Plan will ensure continuity of communications and uncompromised system integrity, capacity and functionality throughout the Reconfiguration process.
- Include, as necessary, contingency plans and equipment to mitigate any potential outages.
- Evaluate and clearly describe any expected, unavoidable site outages or capacity/coverage reductions during the Reconfiguration effort.
- Address all necessary enhancements – temporary or permanent - to IMC, voting, microwave/multiplex and trunking control equipment to ensure full interoperability between subscribers units during the transition period, whether or not they have undergone and completed Reconfiguration.
- Prepare detailed cost estimate of all labor and materials to execute and complete Site Reconfiguration as described above, including: a) retuning, replacing, upgrading, reprogramming, implementing and testing existing/new equipment, as applicable, b) performing final optimization and acceptance testing of the Reconfigured system c) providing complete as-built documentation, d) disposition of replaced equipment.

Work will be performed by M/A-COM system engineers with individual assignments made upon Notice to Proceed by County.

M/A-COM Project Manager will participate in a licensee needs assessment and assist in the development of a cutover plan and the rebanding cost estimate.

Vicinity transportation accommodated by rental vehicle. Vendor Travel Expenses (Two

on-site meetings are estimated):

- (4) Airfare @ \$1,260
- (12) Lodging @ \$157.50
- (12) Subsistence @ \$63.00
- (12) Rental Car @ \$68.25

Table 4 – Proposed Site Survey Schedule

Site Survey Schedule								
Day	Sites Visited	Types of Subsystems				Est. Time Required (Hrs)		
		CW	BA	Zone	M-Aid	Travel	On-Site	Total
1	JPK	x	x			3	7	10
2	VPK	x	x		x	3	7	10
3	MDI	x	x			3	7	10
4	MMC	x			x	5	5	10
5	WMP	x	x			6	5	11
6	CPK/OAT	x	x		x	3	7	10
7	RHT	x	x			2	8	10
8	SDW/RIH			x	x	2	6	8
9	CCT	x	x			2	6	8
10	LBR/BRK	x		x		5	5	10
11	BJM			x				0
Legend						Total Est. Hrs		
BJM	Black Jack Mt		RHT	Rolling Hills Transmit				
BRK	Blue Rock		RIH	Rio Hondo				
CCT	Criminal Courts		SDW	San Dimas Microwave				
CPK	Castro Peak		VPK	Verdugo Peak				
JPK	Johnstone Peak		WMP	Whitaker Middle Peak				
LBR	Lower Blue Ridge							
MDI	Mount Disappointment		CW	Countywide Simulcast (EDACS)				
MMC	Mt. McDill		BA	Basin Simulcast (EDACS)				
OAT	Oat Mt. Microwave		Zone	Non-Simulcast (EDACS)				

4.3 Task C03: Subscriber Retune/ Reprogram/ Replace Determination

This task will be performed by County Technical Staff.

Based on the inventory obtained in Task B02, and the type, category, application, etc. of each subscriber unit, the County will:

- Determine the requirements for Reconfiguration of CWIRS subscriber units and spares, identifying which require retuning, reprogramming, reflashing, upgrade, replacement, etc..
- Schedule and describe the procedure for Reconfiguration of the subscriber units and estimate the associated labor and material costs.

Engineering/Implementation Planning deliverables include:

Deliverables	Estimated Date of Completion
CDRL C01: Continuity of Communication Service Plan. Describes the parallel operation requirements for each site. Lists and prices all associated equipment, material, facilities for parallel operation	ED+59 days
CDRL C02: Site Reconfiguration Plan -Details the procedures, logistics, schedule, resource requirements and material and labor Costs to implement parallel operation and then perform the final cutover and test.	ED+73 days
CDRL C03: Subscriber Retune/ Reprogram/ Replace Determination - Report detailing the plan and cost to reconfigure all CWIRS subscriber units and associated equipment.	ED+42 days

INTERNAL Labor Table – ENGINEERING/IMPLEMENTATION PLAN

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
C01: Continuity of ommunication Service	ED	ED+59 days	200	108	21600	1141	County Technical Staff
C02: Site Reconfiguration Planning	ED+7 days	ED+73 days	200	108	21600		County Technical Staff
C03: Subscriber Retune/ Reprogram/ Replace Determination	ED	ED+42 days	100	108	10800		County Technical Staff
Total Internal Cost					\$54000	1141	

VENDOR Labor Table – ENGINEERING/IMPLEMENTATION PLAN

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
C01: Continuity of Communication Service	ED	ED+59 days	354	175	61950	11403	M/A-COM (Note 1)
C02: Site Reconfiguration Planning	ED+7 days	ED+73 days	456	175	79800	8505	M/A-COM
C03: Subscriber Retune/ Reprogram/ Replace Determination					0	0	
Total Vendor Cost					141750	19908	

Note 1: This task performed by M/A-COM subcontractor. Stated cost is Firm Fixed Price.

5.0 Task D: LEGAL COSTS (Limited to attorney's fees, no project management costs)

5.1 Task D01: PFA Legal Advice, Negotiations and Contract Review

The County will retain the services of a Legal Consultant to review the PFA contract with Sprint Nextel.

5.2 Task D02: FRA Legal Advice, Negotiations and Contract Review (optional)

The County will retain the services of a Legal Consultant to support FRA negotiations with Sprint Nextel and review the resulting contract.

INTERNAL Labor Table – LEGAL PFA

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
PFA Legal Advice							
PFA Negotiations*							
PFA Contract Review							
Total Internal Cost					0		

*Negotiations not applicable for Fast Track

VENDOR Labor Table – LEGAL PFA

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
PFA Legal Advice			0		0		Fletcher, Heald & Hildreth
PFA Negotiations*			0		0		Fletcher, Heald & Hildreth
PFA Contract Review	Dec 15 2006	Feb 8 2007	6	370	2220		Fletcher, Heald & Hildreth
Total Vendor Cost					2220		

*Negotiations not applicable for Fast Track

INTERNAL Labor Table – LEGAL FRA

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
FRA Legal Advice					0		
FRA Negotiations					0		
FRA Contract Review					0		
Total Internal Cost					0		

VENDOR Labor Table – LEGAL FRA

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
FRA Legal Advice	ED+77 days	ED+87 days	20	370	7400		Fletcher, Heald & Hildreth
FRA Negotiations	ED+77 days	ED+87 days	40	370	14800		Fletcher, Heald & Hildreth
FRA Contract Review	ED+77 days	ED+87 days	20	370	7400		Fletcher, Heald & Hildreth

Total Vendor Cost					29600	2160	
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6.0 Project Management

6.1 Task E01: Planning Management

Reconfiguration Planning will be managed by the County's 800 MHz Reconfiguration Program Manager. The Program Manager's duties will:

- Conduct initial project kickoff meetings to assign and schedule tasks
- Assign internal resources and monitor expenses
- Liaise with County Administration and Finance departments
- Liaise with legal consultants
- Manage and support Vendor based on agreed Scope of Work
- Assimilate and distribute system documentation and engineering data
- Review County and Vendor Planning Deliverables, Reconfiguration Implementation Plan and Reconfiguration Cost Estimate.
- Manage request for Reconfiguration funding leading up to the Frequency Reconfiguration Agreement.
- Submit and update the Project Plan (see Deliverables below)

Task E01 shall also be supported by the Vendor's Project Manager as follows:

- Provide project management of all M/A-COM Planning Tasks.
- Attend project meetings/conference calls
- Submit bi-weekly Progress Reports to County.
- Oversee and validate the generation of the Deliverables associated with the Planning Phase, and the labor and material cost estimates associated with the Reconfiguration.
- Develop the detailed Project Management Plan for the Reconfiguration Phase.

Vicinity transportation accommodated by rental vehicle.

Vendor Travel Expenses (One on-site meeting is estimated):

- (1) Airfare @ \$1,260
- (3) Lodging @ \$157.50
- (3) Subsistence @ \$63.00
- (3) Rental Car @ \$68.25

6.2 Task E02: FRA Negotiations and Contract Review

The County's Project Manager and Technical Staff will advise and assist the County in negotiations with Sprint Nextel for Reconfiguration Funding.

This task shall also be supported by the Vendor's Project Manager and System Engineer as follows:

- Support COUNTY, as required, in presenting the Request for Reconfiguration Funding to Sprint Nextel and negotiating the Frequency Configuration Agreement (FRA)

Vendor Travel Expenses (Two on-site meetings are estimated):

- (2) Airfare @ \$1,260
- (6) Lodging @ \$157.50
- (6) Subsistence @ \$63.00
- (6) Rental Car @ \$68.25

Project Management deliverables include:

Deliverables	Estimated Date of Completion
E01b: Vendor: <u>Progress Reports</u>	Every two weeks
E01b: Vendor: <u>Reconfiguration Project Management Plan and Cost Proposal</u> –(Request for Configuration Funding)	May 28, 2007
E02: County: Project Plan	March 12, 2007 and A/R

INTERNAL Labor Table – PROJECT MANAGEMENT

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
E01: Planning Management	ED	ED+77 days	360	115	41400		County Project Manager
E02: FRA Negotiations & Contract Review	ED+77 days	ED+98 days	120	115	13800		County Project Manager
			80	94	7520		County Regulator Affairs
Total Internal Cost					\$62720		

*Negotiations support expected to be minimal or not applicable for Fast Track

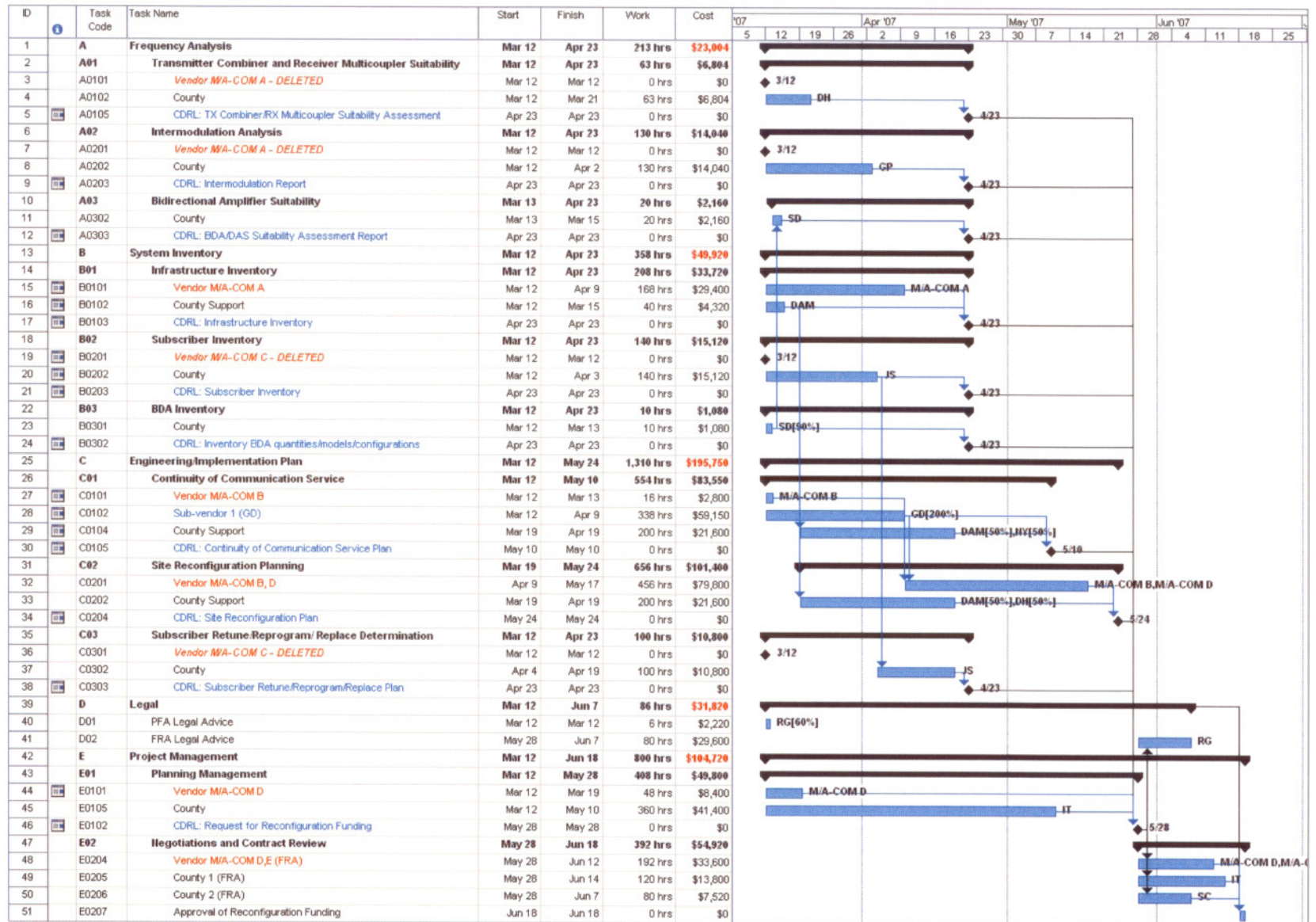
VENDOR Labor Table – PROJECT MANAGEMENT

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
E01: Planning Management	ED	ED+77 days	48	175	8400	2126	M/A-COM
E02: FRA Negotiations & Contract Review	ED+77 days	ED+98 days	192	175	33600	4253	M/A-COM
Total Vendor Cost					42000	6379	

*Negotiations support expected to be minimal or not applicable for Fast Track

7.0 Other

Deliverables	Estimated Date of Completion
N/A	



VENDOR CONTACT INFORMATION:

Fletcher, Heald & Hildreth, PLC

Robert M. Gurss
Fletcher, Heald & Hildreth, PLC
1300 North 17th Street, 11th Floor
Arlington, VA 22209
(703) 812-0468
gurss@fhhlaw.com
www.fhhlaw.com

M/A-COM

Danielle Marcella
Project Manager
M/A-COM, Inc.
Office: 407-581-3786
Cell: 407-341-9006
Fax: 407-251-8270
marcellda@tycoelectronics.com

INCUMBENT RFPF CONTACT INFORMATION:

Los Angeles County

Richard Granado

Radio Systems Division Manager
(323)267-2751
rgranado@isd.co.la.ca.us

ULS Address:

Los Angeles, County of, CA

1110 N EASTERN AVE
LOS ANGELES CA 90063

SCHEDULE C

800 MHZ RECONFIGURATION

PLANNING COST ESTIMATE – CERTIFIED REQUEST

Incumbent's Name: Los Angeles, County of, CA

Request for Planning Funding

Pursuant to the Order, Incumbent is required to reconfigure its existing facilities and requests Nextel to fund the following estimated planning costs:

Incumbent Payment Terms: Nextel will pay Incumbent an amount not to exceed the Planning Cost Estimate for Incumbent with respect to each category of work, as set forth below. Nextel will pay Incumbent Eighty Thousand Nine Hundred Seventy-Eight Dollars (\$ 80,978) within 15 days (30 days if Incumbent elects to be paid by check rather than electronic funds transfer) after receipt by Nextel of the fully executed Agreement and fully completed Incumbent Information Form (as set forth on Exhibit 1). Nextel will pay any outstanding balance of the Actual Planning Costs due to Incumbent within 30 days after the Planning Funding Reconciliation Date (as "Actual Planning Costs" and "Planning Funding Reconciliation Date" are defined in this Agreement).

Vendor Payment Terms: Nextel will pay each Planning Vendor an amount not to exceed the Planning Cost Estimate for that Planning Vendor with respect to each category of work, as set forth below. Nextel will pay each Planning Vendor within 30 days after receipt by Nextel of (A) an invoice from the Planning Vendor and (B) Incumbent's approval of receipt of goods and services and approval of associated costs included on the Planning Vendor invoice.

Description of Planning Work To Be Performed	Payee (separately identify Incumbent and each Planning Vendor being paid for work performed)	Planning Cost Estimate for Incumbent and each Planning Vendor (Not to exceed listed amount)
Legal (See Schedule B for details)	Fletcher, Heald & Hildreth	\$33,980.00
Frequency Analysis (See Schedule B for details)	Los Angeles County	\$23,004.00
System Inventory (See Schedule B for details)	Los Angeles County M/A-COM	\$21,091.00 \$36,435.00
Engineering and Implementation Planning (See Schedule B for details)	Los Angeles County M/A-COM	\$55,141.00 \$161,658.00
Project Management (See Schedule B for details)	Los Angeles County M/A-COM	\$62,720.00 \$48,379.00
Other Costs (provide detailed description of nature of cost)		\$0.00

<u>Total Estimated Planning Costs</u>		<u>\$442,408.00</u>

Certification

Pursuant to the Order, Incumbent hereby certifies that the funds requested are the minimum necessary to support the planning activities to provide facilities comparable to those currently in use. Incumbent further certifies, to the best of Incumbent's knowledge, that any Planning Vendor costs listed on Schedule C are comparable to costs that Planning Vendor previously charged Incumbent for similar work.

Signature: _____
Print Name: _____
Title: _____
Phone Number: _____
E-mail: _____
Date: _____

EXHIBIT 1

Incumbent Information

THE FOLLOWING QUESTIONS ARE REQUIRED FOR PROCESSING ELECTRONIC FUNDS TRANSFERS. ALL INFORMATION CONTAINED HEREIN SHALL BE KEPT STRICTLY CONFIDENTIAL AND WILL BE USED ONLY IN COMPLETION OF THE PLANNING FUNDING AND FREQUENCY RECONFIGURATION TRANSACTION.

I. INCUMBENT INFORMATION

Please provide the following information:

Company/Name: _____
Contact: _____ Title: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____

If not identified in the contract, please provide the following:

If Incumbent is a Partnership, please provide name, address and phone numbers of all other partners:

Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
City/State/Zip: _____	City/State/Zip: _____
Phone: _____	Phone: _____

II. BANK ACCOUNT INFORMATION (Required for payment via electronic funds transfer.)

Name of Bank: _____ Address of
Bank: _____ City/State/Zip: _____

Bank Phone #: _____
ABA (Routing #): _____
Account #: _____
Name on Account: _____
Federal, State or Individual SS #: _____

Name of Brokerage Firm (if applicable): _____
Brokerage Account # (if applicable): _____

In the event Incumbent will not provide information for electronic funds transfer, Incumbent acknowledges that all payments made by check will be mailed within thirty (30) days of the date of performance required by Incumbent (for each payment) as stipulated in the Agreement.

Acknowledged by Incumbent: _____ (signature required
only if Incumbent does not want an electronic funds transfer)

III. TAX INFORMATION

The Internal Revenue Service and state tax authorities require Nextel to report all transactions, even if the transaction is exempt from taxation (if so, it will be reported to the IRS as a like-kind exchange). Therefore, it is necessary for Nextel to collect the information below. If you have specific questions about your tax implications in this transaction, you should consult your own accountant or financial advisor.

Incumbent's Federal, State or Individual Tax ID #,
FEIN (Federal) or SSN (individuals):

State(s) – sales tax license, resale permit,
employment, etc.):

Local (if applicable):

Current State and County location for your
principal executive office:

If there has been more than one location for the
principal executive office within the past five (5)
years, list each such City/County/State location:

I hereby acknowledge that all of the information provided herein is true and correct as of the date signed below.

Incumbent Signature: _____

Print Name: _____

Title: _____

Date: _____

RECONFIGURATION PLANNING AGREEMENT

THIS RECONFIGURATION PLANNING AGREEMENT ("Agreement") is made as of the Effective Date, by and between M/A-COM, Inc., a Florida corporation ("Contractor"), and the County of Los Angeles, a political subdivision of the State of California ("County").

Recitals

A. Pursuant to certain orders issued by the Federal Communications Commission ("FCC") on December 22, 2004 [FCC 04-294], July 8, 2004 [FCC 04-168], October 3, 2005 [FCC 05-174], May 3, 2006 [FCC 06-63], May 25, 2006 [FCC 6-67], and January 8, 2007 [FCC 07-27], as well as any subsequent orders pertaining (collectively, the "Orders"), certain licensees of 800 MHz frequencies used in public safety systems must reconfigure their systems to operate on other licensed public safety frequencies, and Sprint Nextel Corporation ("Sprint Nextel") must provide the minimum funds necessary to provide each such licensee reconfigured facilities that are comparable to those presently in use.

B. Pursuant to the Orders, County and Sprint Nextel have entered into a Planning Funding Agreement, which has been placed on the agenda for public hearing before the County's Board of Supervisors concurrently herewith, and is part of an overall project for the County to relinquish certain 800 MHz frequencies and relocate its system to certain replacement frequencies (the "Replacement Frequencies") and with Sprint Nextel paying the cost of such relocation.

C. County has selected Contractor as a provider of some or all of the products and services required to reconfigure County's existing facilities to operate on the Replacement Frequencies.

D. This Agreement will be placed on the agenda for public hearing before County's Board of Supervisors, and shall become effective upon approval and signature by all parties, or as of March 12, 2007, whichever comes later (the "Effective Date").

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Scope of Work.** Contractor will perform the services described in the statement of work ("SOW") attached hereto as Attachment A (Statement of Work) in accordance with this Agreement.
2. **Performance Schedule.** Contractor will perform the Reconfiguration Services in accordance with the schedule set forth in the SOW.
3. **Contract Price.** Contractor shall provide the services specified in Attachment A (Statement of Work) at a cost of two hundred forty-six thousand four hundred seventy-two dollars (\$246,472)(hereinafter, the "Maximum Contract Sum") which shall be paid in accordance with Section 5 and the payment terms set forth in Attachment B attached hereto.
4. **Taxes.** The Maximum Contract Sum is exclusive of any and all sales, use, excise, or similar taxes required to be paid in connection with the performance of the Reconfiguration Planning Services. Contractor is responsible for payment of any federal, state, and local taxes based on its income or net worth.

5. Invoicing and Payment.

5.1. This Section 5. (Invoicing and Payment) is taken from Transition Authority published forms, and is not a warranty and/or representation by the County. Contractor understands and agrees that the payment obligation for any and/or all of the Maximum Contract Sum is the sole obligation of Sprint Nextel.

5.2. Payment Terms and Conditions. Contractor understands that in order to receive payment from Sprint Nextel for the Reconfiguration Services to be provided under this Agreement, Contractor must comply with certain terms and conditions imposed by Sprint Nextel, the FCC and the transition administrator appointed pursuant to the Orders (the “Transition Administrator”). Contractor must complete a Payee Setup Form, which will be provided to Contractor by Sprint Nextel, to provide Sprint Nextel with the information necessary to enter Contractor’s payment information into Sprint Nextel’s payment system. In order to avoid any payment delays, Contractor should submit its completed Payee Setup Form to Sprint Nextel within 10 days of commencing the Reconfiguration Services. Contractor’s completed Payee Setup Form should be faxed to Sprint Nextel at **866.221.6990**. DO NOT send the Payee Setup Form to Sprint Nextel by mail. Contractors should allow ten (10) days after submitting its completed Payee Setup Form before beginning to submit invoices.

5.3. Invoicing. Contractor must fax its invoices to Sprint Nextel at **866.221.6990**. DO NOT send invoices to Sprint Nextel by mail. Before an invoice will be paid, Sprint Nextel requires a confirmation from County (in the form of an “Incumbent Acknowledgement”) that Contractor has delivered and/or performed the goods and/or services listed on the invoice and/or has achieved any required contractual milestones covered by the invoice. At the same time Contractor faxes an invoice to Sprint Nextel, Contractor also must FAX a copy of the invoice to the Project Manager, 800 MHz Reconfiguration, at 323.262.4607 so that County will be able to review any invoiced goods and/or services in order to confirm their delivery and/or performance and any invoiced milestones in order to confirm their achievement and provide the required Incumbent Acknowledgement. If County determines that any invoiced goods and/or services have not been delivered and/or performed or that any invoiced milestones have not been achieved as required by this Agreement, County will promptly notify Contractor in writing of the reasons for that determination. The County shall have ten (10) days from receipt of an invoice to either (i) submit the Incumbent Acknowledgement or (ii) notify the Contractor pursuant to the immediately preceding sentence.

5.4. Invoices. In order to be paid, invoices must include the following information:

5.4.1. Contractor’s name (must match the name submitted on the Payee Setup Form submitted by Contractor to Sprint Nextel)

5.4.2. Contractor’s “remit to” address

5.4.3. Contractor’s representative’s name and contact information (for questions about the invoice)

5.4.4. County’s name

5.4.5. Deal Number (to be provided by Sprint Nextel)

5.4.6. A detailed list of goods and/or services or milestones for which Contractor is requesting payment (broken out by line item) as well as the total sum

5.4.7. Applicable sales tax

5.4.8. Invoice date

5.4.9. Invoice number

5.5. Payment. Within thirty (30) days after the later of Sprint Nextel's receipt of (i) Contractor's invoice and (ii) the related Incumbent Acknowledgement, Sprint Nextel will pay the invoice on behalf of County, assuming that Contractor has complied with all applicable terms and conditions of payment imposed by Sprint Nextel, the FCC and the Transition Administrator. Contractor agrees to accept direct payment from Sprint Nextel on behalf of County.

5.6. Sprint Nextel Letter of Credit. Sprint Nextel has obtained an irrevocable letter of credit that assures that funds will be available to fund the 800 MHz band reconfiguration required by the Orders (the "Letter of Credit"). The Transition Administrator may issue draw certificates to the trustee administering the Letter of Credit (the "Trustee") for payment of relocation costs if Sprint Nextel defaults on its obligation under the Orders to pay a licensee's reconfiguration costs. Contractor agrees to look solely to the Letter of Credit as security for payment of any amounts not paid by Sprint Nextel when due under this Agreement and hereby waives its rights of lien, and agrees not to file any liens, arising out of the performance of the Reconfiguration Services against County's premises or any property belonging to County. Nothing contained in this section shall be deemed to limit any other remedies available to Contractor at law or equity.

6. Change Orders. County reserves the right at any time to make changes in the SOW or in the time or place of performance of the Reconfiguration Services. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the County Contracting Officer shall make an equitable adjustment in the contract price, the performance schedule, or both. Any such adjustment in the contract price or performance schedule shall be mutually satisfactory to County, Contractor, Sprint Nextel and the Transition Administrator. Any claim by Contractor for an adjustment shall be deemed waived unless written notice of a claim is submitted to the County Contracting Officer within thirty (30) days following Contractor's receipt of notice of the change. Price increases and/or extensions of time shall not be binding upon County unless evidenced by a modification to this Agreement signed by the parties hereto in accordance with Section 34.2. County reserves the right to constitute a change order review board comprised of representatives of County, Contractor, Sprint Nextel and the Transition Administrator in the event that the need arises to expedite review and approval of change orders in order to mitigate the impact of changes on the performance of the Reconfiguration Services.

7. Administration.

7.1. Contractor Project Manager. Contractor shall appoint and maintain a project manager (the "Contractor Project Manager") who will provide oversight of Contractor activities conducted hereunder, who will be the principal point of contact person concerning Contractor's performance under this Agreement, and with whom the County's Project Manager shall work for the duration of this Agreement. Contractor shall notify County's Project Manager, in writing, when there is a new Contractor Project Manager assigned to this Agreement. The Contractor Project Manager's information is:

Contractor Project Manager: Brian Willnecker

Address: 8401 East Meadowridge St., Anaheim, CA 92808

Phone: 714 637 2059

Fax:

E-mail:

7.2. Contractor Contracting Officer. For the purposes of this Agreement, “Contractor Contracting Officer” means Roger Boucher, or the person to whom signature authority has been delegated in writing. This term includes, except as otherwise provided in this Agreement, an authorized representative of Contractor Contracting Officer acting within the limits of his/her authority.

7.3. County Project Manager. County shall appoint a project manager (the “County Project Manager”) who will provide oversight of the activities conducted hereunder and will be the primary contact person with whom Contractor’s Project Manager shall work for the duration of this Agreement. County shall notify Contractor’s Project Manager, in writing, when there is a new County Project Manager assigned to this Agreement. The County Project Manager’s information is:

County Project Manager: Richard Granado

Address: 1110 N Eastern Ave, Los Angeles, CA90063

Phone: 323 267 2751

Fax: 323 262 4607

E-mail:

rgranado@isd.co.la.ca.us

7.4. County Contract Administrator. For the purposes of this Agreement, “County Contract Administrator” shall mean that person designated by the County Contracting Officer to administer this Agreement on behalf of County.

7.5. County Contracting Officer. For the purposes of this Agreement, “County Contracting Officer” shall mean the Director of the Internal Services Department, or the person to whom signature authority has been delegated in writing. This term includes, except as otherwise provided in this Agreement, an authorized representative of the County Contracting Officer acting within the limits of his/her authority.

8. Subcontractors. Contractor may not, without the prior written consent of the County Contracting Officer, which consent shall not be unreasonably withheld, enter into subcontracts with third parties for performance of any part of Contractor’s duties and obligations hereunder. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to County for any breach in the performance of Contractor’s duties. Contractor shall be liable for any loss or damage to County, including but not limited to personal injury, physical loss, harassment of County employees, or violations of the Infringement and Confidentiality sections of this Agreement occasioned by the acts or omissions of Contractor’s subcontractors, their agents or employees. Section 27 (Publicity) shall apply to all subcontractors.

9. Intentionally Omitted.

10. Force Majeure. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond such party’s reasonable control, including, without limitation, an act of God, a government entity acting in its sovereign capacity, or the other party (including the other party’s failure to comply with the Orders); strikes or other labor disturbances; general unavailability of necessary

materials; hurricanes, earthquakes, fires, floods, or epidemics; or embargoes, war, and riots (a "Force Majeure"). Each party will notify the other party if such party becomes aware of a Force Majeure that will significantly delay performance. The notifying party will give the notice promptly after it discovers the Force Majeure.

11. Intentionally Omitted.

12. Access to Work Sites. County will provide access to the County's sites as reasonably requested by Contractor so that it may perform its duties in accordance with the SOW. Contractor acknowledges that security rules and regulations will be in effect for the sites, as developed and promulgated by County from time to time. Contractor agrees, for itself, its employees, subcontractors, Contractors, visitors, and invitees, to comply strictly with all rules and regulations of County in effect from time to time with regard to access to and activities on County's sites.

13. Gratuities. Contractor and its employees shall not, with the intent to influence the recipients in the conduct of their official duties, extend any gratuity or special favor of monetary value to any officer, employee or other representative of County.

14. Insurance. Contractor shall provide insurance coverage as specified in Attachment F (Additional Terms and Conditions) at Section 11.0 (Insurance), attached hereto and incorporated herein by reference including, without limitation, insurance coverage for its liability and indemnity obligations hereunder.

15. Liens. Contractor shall at all times promptly pay for all services, materials, equipment, and labor used or furnished by Contractor under this Agreement and shall, to the fullest extent allowed by law, at its expense, keep County's premises and all property belonging to County free and clear of any and all liens and rights of lien arising out of services, labor, equipment or materials furnished by Contractor or its employees, suppliers, Contractors, or subcontractors under this Agreement. If Contractor fails to release and discharge any lien or threatened lien against County within five (5) working days after receipt of written notice from County to remove such claim of lien, County may, at its option, discharge or release the claim of lien or otherwise deal with the lien claimant, and Contractor shall pay County any and all costs and expenses of County in so doing, including reasonable attorneys' fees incurred by County.

16. Risk of Loss. Title and risk of loss of any replacement equipment to be provided by Contractor as part of the Reconfiguration Services shall pass to County upon delivery to and acceptance by County. County shall retain any replaced equipment for delivery to Sprint Nextel.

17. Acceptance. Final acceptance of the Reconfiguration Services shall occur upon satisfactory performance of the Reconfiguration Services in accordance with the SOW and successful completion of any acceptance testing provided in the SOW. County and Contractor will memorialize final acceptance of the Reconfiguration Services by promptly executing a final acceptance certificate.

18. Warranties.

18.1. Reconfiguration Planning Services. Contractor warrants that the Reconfiguration Planning Services shall be performed in a professional manner.

18.2. Disclaimer of Other Warranties. THESE WARRANTIES CONTAINED IN THIS AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE

RECONFIGURATION SERVICES PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF, AND CONTRACTOR DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

19. Default. If Contractor fails to perform a material obligation under this Agreement, County may consider Contractor to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving Contractor written notice of default. Contractor will have thirty (30) days after receipt of the notice of default either to cure the default or, if the default is not curable within thirty (30) days, to provide a written cure plan. Contractor will begin implementing the cure plan immediately after receipt of notice by County that it approves the plan. If Contractor fails to cure the default, unless otherwise agreed in writing, County may terminate this Agreement for default. In the event of termination for default, County may acquire the Reconfiguration Services elsewhere on terms and conditions or in such manner as County may deem appropriate, and Contractor shall be liable to County for any excess cost or other expense incurred by County in such acquisition. The rights and remedies of County under this section are in addition to other rights and remedies provided by law or this Agreement.

20. Termination for Convenience. When, at the sole discretion of County, it is in the best interest of County, the County Contracting Officer may terminate this Agreement, in whole or in part, by ten (10) days' written notice to Contractor. If this Agreement is so terminated, Contractor shall only be entitled to receive payments required by the terms of this Agreement for Reconfiguration Planning Services performed by Contractor prior to the effective date of termination.

21. Termination for Conflict of Interest. County may terminate this Agreement by written notice to Contractor if County determines, after due notice and examination, that any party has violated any applicable law regarding ethics in public procurement in connection with the award or performance of this Agreement. In the event this Agreement is so terminated, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event this Agreement were terminated for default pursuant to Section 19.

22. Indemnification. Notwithstanding any provision to the contrary, whether expressly or by implication, Contractor shall defend at its expense and hold harmless County from and against any claim suit, demand, or cause of action brought against County that is based on or to the extent it is caused by the negligence or willful act(s) and/or omission(s) of Contractor, its subcontractors, or their employees or agents ("Claim"). Notwithstanding any provision to the contrary, whether expressly or by implication, Contractor shall indemnify County from any liability, judgment, awards and damages resulting from a final award that arises from a Claim and pay all losses, expense or damages incurred by the indemnified party associated with the Claim. Contractor's duties to defend and indemnify are conditioned upon: (i) County's promptly notifying Contractor in writing of the Claim (ii) County's providing to Contractor cooperation and, if requested by Contractor, reasonable assistance in the defense of the Claim. Contractor will have no indemnity responsibility to the extent liability is caused by the negligence or fault of County.

23. Infringement. Contractor warrants that Reconfiguration Services performed for County by Contractor do not infringe or violate any patent, copyright, trademark, mask work, trade secret, or any other intellectual property of a third party. Contractor shall indemnify, defend,

settle on behalf of, and hold harmless County from and against any and all demands, claims, proceedings, actions, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees, other expenses for investigation, handling and litigation, and settlement or judgment amount) asserted against or incurred by County, by reason of, resulting from, or arising in connection with any breach of the forgoing warranty (an "Infringement Claim"). Contractor's duties to defend and indemnify are conditioned upon: (i) County's promptly notifying Contractor in writing of the Infringement Claim; and (ii) County's providing to Contractor cooperation and, if requested by Contractor, reasonable assistance in the defense of the Infringement Claim.

24. Limitation of Certain Liability. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, NEITHER PARTY (NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES) WILL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS AGREEMENT. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) SHALL CONTRACTOR'S LIABILITY EXCEED THE AMOUNT IT RECEIVES PURSUANT TO THIS AGREEMENT.

25. Disputes. If a claim, dispute, or other matter in question arises out of this Agreement, the parties shall follow in good faith the procedure set forth in Section 1.0 (Dispute Resolution Procedure) of Attachment F (Additional Terms and Conditions). If such claim, dispute, or other matter cannot be resolved by such dispute resolution efforts, each party shall be free to pursue such legal remedies as the party believes it is entitled to under the terms of this Agreement.

26. Intentionally Omitted.

27. Publicity. The selection of Contractor to perform the Reconfiguration Services pursuant to this Agreement is not in any way an endorsement of Contractor or Contractor's Reconfiguration Services by County and shall not be so construed by Contractor in any advertising or other publicity materials. Contractor agrees to submit to County, all advertising, sales promotion, and other publicity materials relating to this Agreement and the Reconfiguration Services furnished by Contractor wherein County's name is mentioned, language is used, or Internet links are provided from which the connection of County's name therewith may, in County's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of County prior to such use.

28. Right of Inspection. Contractor shall provide right of access to its facilities to County, or any of County's officers or agents, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

29. Licensing Standards. Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements and standards necessary in the performance of this Agreement.

30. Covenant against Contingent Fees. Contractor warrants that no person or selling County has been employed or retained to solicit or secure this Agreement upon any agreement or

understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or a bona fide established commercial or selling County of Contractor. In the event Contractor breaches this section, County shall have the right to either annul this Agreement without liability to County, or, in County's discretion, deduct from payments due to Contractor, or otherwise recover from Contractor, the full amount of such commission, percentage, brokerage, or contingent fee.

31. Prohibited Agreements. Contractor has not entered, and agrees not to enter, into any agreement or arrangement with County: (i) pursuant to which Contractor agrees, in exchange or as consideration for County's selection of Contractor to perform the Reconfiguration Planning Services, to pay or convey to County or any third party a kickback or anything else of value or to provide to County any services or equipment not required as part of or directly related to the Reconfiguration Planning Services at non-commercial rates or at no charge; or (ii) which includes artificially inflated prices or, Contractor knows or has reason to know, is based upon a false statement of work, an inaccurate inventory count or an incorrect description of the Reconfiguration Planning Services, including, but not limited to, the equipment or locations to be reconfigured.

32. Recordkeeping. Contractor shall retain, and make available to County upon request, all documents directly related to Contractor's performance of the Reconfiguration Services for a period of two (2) years following completion of the Reconfiguration Services or for a longer period if Contractor, for its own purposes, retains such records for a longer period of time.

33. Additional Terms and Conditions. The additional terms and conditions set forth on Attachment F are hereby incorporated by referenced with the same force and effect as if set forth herein. In the event of any inconsistency between the provisions set forth in this base document and those set forth on Attachment F, the provisions set forth on Attachment F shall govern.

34. General.

34.1. Assignment. Contractor shall not assign this Agreement or any of Contractor's rights hereunder, including, but not limited to, Contractor's right to receive any money due or to become due hereunder, without prior written consent of the County Contracting Officer.

34.2. Authority for Modifications and Amendments. No modification, amendment, alteration, addition, or waiver of any section or condition of this Agreement or the SOW shall be effective or binding unless it is in writing and signed by County and Contractor Contracting Officers. Only the County Contracting Officer shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Contract or the SOW on behalf of County.

34.3. Waiver. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of the right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

34.4. Intentionally Omitted

34.5. Non-Exclusive Remedies. The remedies provided for in this Agreement shall not be exclusive but are in addition to any and all other remedies available at law and/or in equity.

34.6. Independent Contractors. Each party is an independent contractor with respect to the other party, and neither party nor its personnel will be considered to be employees or agents of the other party. Nothing in this Agreement grants a party the right or authority to make commitments of any kind for the other party. This Agreement will not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

34.7. Headings and Section References. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers.

34.8. Intentionally Omitted.

34.9. Entire Agreement. This base document, along with the attachments listed herein below, collectively form and are hereinafter and throughout referred to as the "Agreement." The Agreement constitutes the entire agreement of the parties regarding the subject matter of this Agreement and supersedes any and all previous agreements, proposals, and/or understandings, whether written or oral, relating to the subject matter of this Agreement. The following attachments are attached hereto and incorporated herein by this reference:

Attachment A (Statement of Work)

Attachment B (Payment Terms)

Attachment C - Intentionally Omitted

Attachment D (Incumbent Acknowledgment)

Attachment E (Payee Setup Form)

Attachment F (Additional Terms and Conditions)

The preprinted terms and conditions found on any Contractor purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs the document.

34.10. Notices. Notices required to be given by either party to the other party must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Contractor:

Attn: _____

County:

Attn: Richard Granado,

Radio System Division Manager

County of Los Angeles - ISD

1110 N. Eastern Avenue

Los Angeles, CA 90063

fax: _____

fax: (323) 267-2751

34.11. Compliance with Applicable Laws. Each party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this

Agreement or use of the System. County will obtain and comply with all required FCC licenses and authorizations.

34.12. Authority to Execute Agreement. Each party represents to the other party that such party has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of such party.

34.13. Survival of Terms. The following provisions survive the expiration or termination of this Agreement for any reason: if any payment obligations exist, Sections 3 (Contract Price) and 5 (Invoicing and Payment); Section 22 (Indemnification); Section 23 (Infringement), Section 24 (Limitation of Liability); Section 25 (Disputes); Section 26 (Security); Section 27 (Publicity); Section 32 (Recordkeeping); and all of the General provisions in this Section 34.

The parties hereby enter into this Agreement as of the Effective Date.

Contractor

County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

COUNTY COUNSEL

Raymond G. Fortner, Jr.

By: _____

Lillian D. Salinger,
Senior Deputy County Counsel

Attachment A

STATEMENT OF WORK

EXHIBIT 1 INTRODUCTION

1. Overview

The County of Los Angeles (the County) is responding to the FCC's Report and Order requiring 800 MHz licensees to relocate their frequencies to a new part of the spectrum. The Countywide Integrated Radio System (CWIRS), which utilizes 43 NPSPAC frequencies, is directly impacted by this Order and must be retuned to operate 15 MHz lower in the frequency spectrum.

The County intends to establish contracts with M/A-COM, Inc., as original manufacturer of the CWIRS radio equipment, to perform the complete 800 MHz Band Reconfiguration of the system. Specifically, the County intends that M/A-COM assume full turnkey responsibility for the successful and seamless transition of the equipment to the new operating frequencies without loss of system integrity. This shall include, but not be limited to, base station radios, antenna multicoupling equipment, mobile radios, portable radios, control stations and, where impacted, the modification, upgrade or replacement of trunking and simulcast control equipment, network, central control and voting equipment, multisite and wide area trunking operation and the Integrated Multisite Controller.

Note that the overall Reconfiguration Project is to be addressed in two phases:

- PLANNING Phase
- IMPLEMENTATION Phase.

This Statement of Work (SOW) is for the PLANNING Phase only. It defines the services required of M/A-COM in regard to PLANNING the complete reconfiguration of CWIRS so as to operate on the new frequencies in compliance with the FCC mandate.

2. Scope

For convenience, the Request for Planning Funding (RFPF) as submitted to Sprint Nextel shall also serve as the Statement of Work since it formally and fully delineates the Planning tasks, costs and schedule. Accordingly, the RFPF is found in Exhibit 2 of this Attachment.

The Planning Phase shall culminate in the generation by M/A-COM of a cost and engineering proposal for the Implementation Phase, detailing the scope of work, reconfiguration methodology, performance verification and all labor and material costs required to perform the complete reconfiguration of the system on an altogether turnkey basis.

The County's primary role during the Planning Phase will be to support M/A-COM's planning activities by providing system data/documentation, site access, recommendations, liaison and other information required to assist with and help expedite the Project. Additionally, the County will perform selected analysis and inventory tasks, provide overall Project Management and review/approve M/A-COM's Contract Deliverables (CDRLS) for payment by Sprint Nextel. Areas of responsibility and lines of demarcation are clearly delineated in Exhibit 2 (RFPF) of this Attachment.

3. Reconfiguration Strategy

M/A-COM is reminded that the COUNTY has firm requirements regarding the methodology by which CWIRS is transitioned to the new frequency band. Of paramount importance is the County's insistence that reconfiguration should at no time or in any way compromise operational integrity, system availability, area coverage or traffic capacity. In light of CWIRS' magnitude, geographic expanse and simulcast complexity, an absolutely flawless transition strategy is critical to Project success. This has significant logistic and cost implications.

Additionally, the County's position that it is a bona fide owner of a 20 channel Countywide simulcast system and a 20 channel Basin simulcast system, notwithstanding changes in the way the latter system is currently operated.

Finally, the County is resolute in its refusal to reconfigure CWIRS in a manner which requires laborious, complex, high-risk or one-of-a-kind rewiring, modification or retrofitting of equipment, or if any part of the resulting system is not fully warranted, supported and maintainable by M/A-COM for at least 10 years.

M/A-COM is urged to focus their Planning efforts toward this end and to base their Contract Deliverables, Implementation Plan and associated Reconfiguration Cost Proposal on this premise. It is intended that M/A-COM and the County work closely during the Planning Phase to develop an Implementation Plan that is supportable and cost-effective, and can therefore be presented to the TA, Sprint Nextel and the FCC as reasonable and prudent.

4. Site Surveys

Site surveys are an important part of the Planning Phase. The County will provide M/A-COM with all available site documentation, but recommends that M/A-COM prepare detailed site survey forms, carefully delineate survey objectives and respective responsibilities, and plan the site surveys such as to ensure that all required information is obtained from as few site visits as possible.

EXHIBIT 2

REQUEST FOR PLANNING FUNDING

The Request for Planning Funding (RFPF), as developed jointly by the County and M/A-COM and formally submitted to Sprint Nextel for Planning Funding, is reproduced in its entirety on the following pages and shall serve as the detailed Statement of Work for this Project.

Note that Start and End dates have been changed to the form “ED+ XX days”, where ED, the “Effective Date”, is the Project kickoff date, i.e. date of commencement of tasks.

**800 MHz Reconfiguration –
Request for Planning Funding (RFPF) Form**

To facilitate review of your RFPF and to expedite the process to secure planning funding, please review the RFPF guidance thoroughly. RFPF submission must adhere to TA guidance – any deviation will slow the RFPF review process. Guidance documents are available at http://www.800TA.org/content/documents/rfpf_forms.asp.

The TA has developed the following documents to assist RFPF preparation:

- Instructions – http://www.800TA.org/content/PDF/forms/RFPF_Instructions.pdf.
- Samples of completed RFPFs for Small and Medium/Large systems – http://www.800TA.org/content/PDF/forms/RFPF_Large_Medium.pdf or http://www.800TA.org/content/PDF/forms/RFPF_Small.pdf.
- Planning Funding Agreement (PFA) Fast Track Fact Sheet – http://www.800TA.org/content/PDF/reconfiguration_materials/FastTrack_FS.pdf

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The TA reminds licensees that representations made to the TA are held to the same requirement of truth and candor as representations made to the FCC.

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Licensee Information

Licensee Organization Name: County of Los Angeles

Licensee City, State and Zip: Los Angeles, CA 90063

800 MHz Call Signs			
Call Sign (one call sign per cell)	Two-Letter Service Code	Call Sign Expiration Date	Licensee Name
WNNM901	YF	3/20/2015	Los Angeles, County of
WNNM902	YF	3/20/2015	Los Angeles, County of
WNNM904	YF	3/20/2015	Los Angeles, County of
WNNM905	YF	3/20/2015	Los Angeles, County of
WNNM906	YF	4/30/2015	Los Angeles, County of
WNNM907	YF	3/20/2015	Los Angeles, County of
WNNM908	YF	8/18/2014	Los Angeles, County of
WNNM909	YF	3/29/2015	Los Angeles, County of
WNNM912	YF	4/30/2015	Los Angeles, County of
WNZY866	YF	7/29/2012	Los Angeles, County of
WNZY867	YF	7/29/2012	Los Angeles, County of
WPHY854	YF	11/28/2015	Los Angeles, County of
WPJM560	GF	7/29/2011	Los Angeles, County of
WPPX548	YF	2/28/2015	Los Angeles, County of
WPTQ630	YF	11/26/2011	Los Angeles, County of
WPUK518	YF	3/21/2012	Los Angeles, County of
WPPX553	GF	2/28/2015	California, State of

Note: To add additional rows, place the cursor in the last box and press the "Tab" key.

Please do NOT include any call signs not requiring reconfiguration according to the FCC's *Report and Order*. Does this request include all call signs that are to be reconfigured?

☐ Yes

☒ No

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If not, please identify which call signs are not included and explain below.

County of LA is licensed on: a) ONE frequency in the Ch1-120 range (852.3125 MHz) which is being addressed under a separate PFA - applicable Call Signs: KFO689, WPDV639, WPDV635, WPDV629, WPDV632, WPDV636, WZS448, KNER448, WPRR761; b) ONE frequency in the Expansion Band (860.2625 MHz) – applicable call signs: KNER447, WPDV636.

Summary of All Costs Table

Pursuant to the FCC's mandated 800 MHz band reconfiguration, the incumbent licensee is required to reconfigure its system and requests that Sprint Nextel fund its estimated system reconfiguration planning costs, as outlined in the table below:

Planning Cost Category	Name of Internal and Vendor Service Provider(s)	Total Internal Costs (not to exceed)	Total Vendor Costs (not to exceed/firm fixed price)	Expenses	TOTAL (Internal Labor Costs + Vendor Costs + Expenses)	% of Total Cost ([Category Total / Total Estimated Planning Costs] x 100)
Frequency Analysis	County Staff M/A-COM	23004	0	0	23004	5%
System Inventory	County Staff M/A-COM	20520	29400	7606	57526	13%
Engineering and Implementation Planning	County Staff M/A-COM	54000	141750	21049	216799	49%
Legal Costs Associated with Planning Funding Agreement	Fletcher, Heald & Hildreth, PLC	0	2220	0	2220	8%
Legal Costs Associated with Frequency Reconfiguration Agreement (optional)	Fletcher, Heald & Hildreth, PLC	0	29600	2160	31760	
Project Management	County Staff M/A-COM	62720	42000	6379	111099	25%
Other						
Total Estimated Planning Costs		\$160244	\$244970	\$37194	\$442408	Total=100%

Note 1: All Vendor costs in this RFPF are "Not to Exceed" unless otherwise stated.

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Note: Ensure all costs and expenses are consistent between this table and the supporting SOW.

Note: If 0% is indicated for any Planning Cost Category, it is assumed that the licensee is not seeking planning funding for this activity.

Total Number of Subscriber Units (Guidelines regarding which Subscriber Units should be included in your count appear in the RFPF Instructions on page 9): # 8108

Note: Since the Fast Track Option uses a \$55 per subscriber unit rate as a proxy for all other planning funding costs, licensees are reminded to provide a reliable, good faith estimate of the number of units.

Total Cost Per Unit (Total Estimated Planning Cost/Total # Subscriber Units): \$54.56

Timeline for Completion of Planning Activities	
Start Date	End Date
Effective Date ("ED")	ED+98 days

Note - This form is not complete without supporting documentation substantiating the above estimates. Please see the detailed instructions and the Reconfiguration Handbook at www.800TA.org for additional information.

Licensee Certifications and Contact Information

- I, licensee, have included all known planning costs for call signs identified on page 2. Should additional costs be identified during negotiations, the estimate for those costs will be provided to Sprint Nextel and agreed to before submitting a PFA to the TA for final review.

☒ Yes

☐ No

- Did you submit an Expansion Band Election Form to remain in the Expansion Band?

☒ Yes

☐ No

- If you operate in the Southeast ESMR, does your analysis of your planning funding needs include all channels available in the expanded ESMR Band?

☐ Yes

☐ No

☒ Do not operate in the Southeast ESMR

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4. Incumbent licensee requests TA mediation if it fails to reach agreement with Sprint Nextel within 60 calendar days of the date on which Sprint Nextel receives the RFPF from the TA. Incumbent acknowledges that TA mediation will be mandatory if the Incumbent has not reached agreement with Sprint Nextel by the start of the mandatory negotiation period. Select "yes" or "no" below. For the Fast Track Option, this is not required.

☐ Yes

☐ No

Name (print): Richard Granado

Title: Radio Systems Division Manager

Phone Number: 323 267 2751

Email: rgranado@isd.co.la.ca.us

Licensee Signature

Date

Note - If you have not returned a Point of Contact form to the TA, please do so immediately. The form is available at http://www.800TA.org/content/documents/reconfig_forms.asp.

Statement of Work (SOW) Supporting RFPF

Licensee Organization Name: County of Los Angeles

Licensee City, State and Zip: Los Angeles, CA 90063

1.0 System Description

Overview

The Countywide Integrated Radio System (CWIRS) is a wide area, high capacity Trunked-Simulcast/Trunked-Multicast System that serves the communication needs of several public safety and public service entities within the County of Los Angeles.

CWIRS is built on the M/A-COM Enhanced Digital Access (EDACS) platform and was completed in 1993. It uses forty-three (43) NPSPAC frequencies to communicate to some 8100 users in thirty (30) County departments. A total of thirteen (13) radio sites are employed to provide the required countywide radio coverage and to address special coverage enhancements and traffic demands in selected areas. An additional communications site serves as the central hub for processing, controlling and routing all CWIRS radio traffic such as to provide full featured, countywide intra-agency and inter-agency radio communications.

0610pq001r11- 11/27/2006

The TA reminds licensees that representations made to the TA are held to the same requirement of truth and candor as representations made to the FCC.

The Official Reconfiguration Manager

The County's Internal Services Department (ISD) is responsible for engineering and maintaining CWIRS and for overseeing and supporting the 800 MHz Reconfiguration Project.

The system topography and representative radio coverage areas are illustrated in Figure 1. A description of the various CWIRS subsystems and their operation is given below.

Frequencies

In addition to its 43 CWIRS/NPSPAC frequencies, the County is licensed on, and maintains CWIRS interoperability with:

- three (3) 800 MHz frequencies (one of which is in the Channel 1-120 group and one in the expansion band) used for conventional, non-simulcast communications in small cells
- four (4) Temporary Location NPSPAC frequencies for experimental and emergency operation in conventional mode, and
- seven (7) NPSPAC Mutual Aid channels operating in part conventional simulcast and part conventional non-simulcast mode of operation.

Table 1 lists all 800 MHz frequencies used by the County's radio systems. Of the 54 NPSPAC frequencies shown, 7 are the Mutual Aid channels. These are licensed by the State of California, which entity has authorized Local Entities to negotiate and execute the necessary Planning Funding and Frequency Reconfiguration Agreements for these frequencies.

Only the NPSPAC channels in Table 1 below are addressed in this RFPF. Associated call signs are tabulated on page 2.

Table 1: Total List of the County's 800 MHz Operating Frequencies

NPSPAC Frequencies (Base Transmit - MHz)				
866.0125	866.7500	867.2500	867.9500	868.5125
866.0625	866.7750	867.2750	867.9625	868.5875
866.0875	866.8000	867.3000	868.0125	868.6125
866.2250	866.9375	867.4375	868.0625	868.7250
866.2500	866.9500	867.5125	868.0750	868.7500
866.2750	866.9625	867.5875	868.0875	868.7750
866.3000	867.0125	867.7250	868.2250	868.8000
866.4375	867.0625	867.7500	868.2500	868.8375
866.5125	867.0750	867.7750	868.2750	868.9125
866.5875	867.0875	867.8000	868.3000	868.9875
866.7250	867.2250	867.9375	868.4375	
Other Frequencies (Base Transmit – MHz)				
852.3125	Channel 53 - subject to rebanding under separate PFA			
858.2625	Not Rebanded			
860.2625	Expansion Channel			

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Radio Infrastructure

Trunked Simulcast Systems

CWIRS' Trunked Simulcast communication is provided by two independent but interconnected 20-Channel, 800 MHz, Ericsson-GE EDACS systems, comprising:

- The 20-channel **Countywide System**, deployed at eight mountaintop sites, providing radio coverage for the entire County of Los Angeles.
- The 20-channel **Basin System**, deployed at five mountaintop sites, providing radio coverage and additional capacity for the densely populated southern half of Los Angeles County, including San Gabriel Valley and San Fernando Valley.

Figure 1 illustrates the sites and general service areas applicable to each Simulcast System. Note that the "coverage" rectangles are intended only to roughly depict target coverage areas and should not be taken literally. Note also that Catalina Island's offshore distance is not to scale as it has been reduced to conserve page space.

A high level block diagram of the CWIRS architecture is shown in Figure 2.

An additional "Receive-Only" site is located in the Criminal Courts Building in downtown Los Angeles, where 20 receivers for the Countywide System and 20 receivers for the Basin System serve to enhance reception from subscriber units transmitting from difficult coverage areas such as those masked by the existence of high rise buildings.

All sites are linked by the County's digital microwave and/or fiber optic cable network to the CWIRS "Hub" site at the Eastern Avenue Microwave facility (EAV). All subscriber (inbound) transmissions received at the radio sites congregate at EAV where they are voted to determine and select the best usable signal for routing back to the radio sites and simulcast retransmission (outbound).

Each 20-channel system functions independently. However, through the use of the Ericsson-GE Integrated Multisite Controller (IMC) located at EAV, subscribers assigned to either the Basin or the Countywide system can communicate "seamlessly" with each other, and also "roam" between the two systems without losing communication coverage.

By necessity, simulcast transmitters for a given radio channel are maintained on precisely the same frequency. This is accomplished by the use of high-accuracy, high-stability rubidium frequency standards at each of the simulcast sites. Additionally, all microwave/multiplex equipment at the sites is synchronized to a single 1.544 MBit/sec timing source at EAV. Equalization networks are used for the audio to ensure that phase-coherent signals are received in the transmitter coverage overlap areas. Careful alignment of the simulcast systems is required on initial commissioning to ensure optimal coverage performance, and again periodically to compensate for slight drifts in equipment parameters or seasonal changes in propagation conditions.

Although the Basin and Countywide systems each share timing references and microwave links at a given site, interoperation traffic between the two systems at that site is always first processed through the receiver voters, the IMC and the simulcast conditioning/distribution equipment at EAV.

The Basin and Countywide Simulcast systems use Ericsson-GE Mastr IIe Base Station Repeaters. Table 2 shows the deployment and quantity of these radios by site and system.

Under fully operational conditions, trunking control of the Base Stations is performed by the Site Controllers at EAV, one for the Basin system and one for the Countywide system. Control of the Base Stations is performed by GE Trunking Cards (GETCs), which handle the transmissions to and from the Site Controllers and control the station PTT, TX Mute, etc.

In addition to the M/A-COM base station and trunking equipment at the site, RF combining and radiating elements - comprising TXX Systems 6-port Transmitter Cavity Combiners, TXX Systems Receiver

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The Official Reconfiguration Manager

Multicouplers, and directional/omnidirectional antennas from various manufacturers – form the complete complement of site equipment.

Trunked Multisite Systems

To enhance coverage in certain geographical areas - known as Zones – three additional non-simulcast EDACS trunked systems are deployed. Collectively, these are referred to as “multisite” systems, and they each comprise a stand-alone, low capacity transceiver site and, in the case of the East Zone, a receive only site. However, they are all fully integrated into the total CWIRS network via microwave and the IMC such that radios on any given talkgroup in any Zone will be automatically connected to other CWIRS radio traffic occurring on that talkgroup.

Figure 1 illustrates the sites and general service areas applicable to each of the Zone Systems. Note that the “coverage” ellipses are intended only to roughly depict target coverage areas and should not be taken literally.

Base Station repeaters in the Zones are the Ericsson-GE Mastr III model. Table 2 shows the deployment and quantity of these radios by Site and Zone.

Trunking control of the Base Stations is performed by a dedicated Site Controller at each of the Zone transmitter sites. GE Trunking Cards (GETCs) in each base station handle the transmissions to and from the Site Controller and control the station PTT, TX Mute, etc. In the event of microwave failure, the affected Zone continues as a stand-alone trunked radio system but loss of connectivity to the IMC precludes interoperability with the Simulcast or other Multisite systems. In the event of Site Controller failure, the GETCs assume the trunking role and the site falls back to a preset configuration or “Failsoft” mode of operation.

As with the Simulcast systems described above, all Zone sites are linked by the County’s digital microwave and/or fiber optic cable network to the CWIRS “Hub” site at the Eastern Avenue Microwave facility (EAV) where the IMC resides and, where satellite receivers are involved, subscriber (inbound) transmissions are voted to determine and select the best usable signal for routing and (outbound) retransmission on the appropriate Simulcast and/or Zone system transmitters.

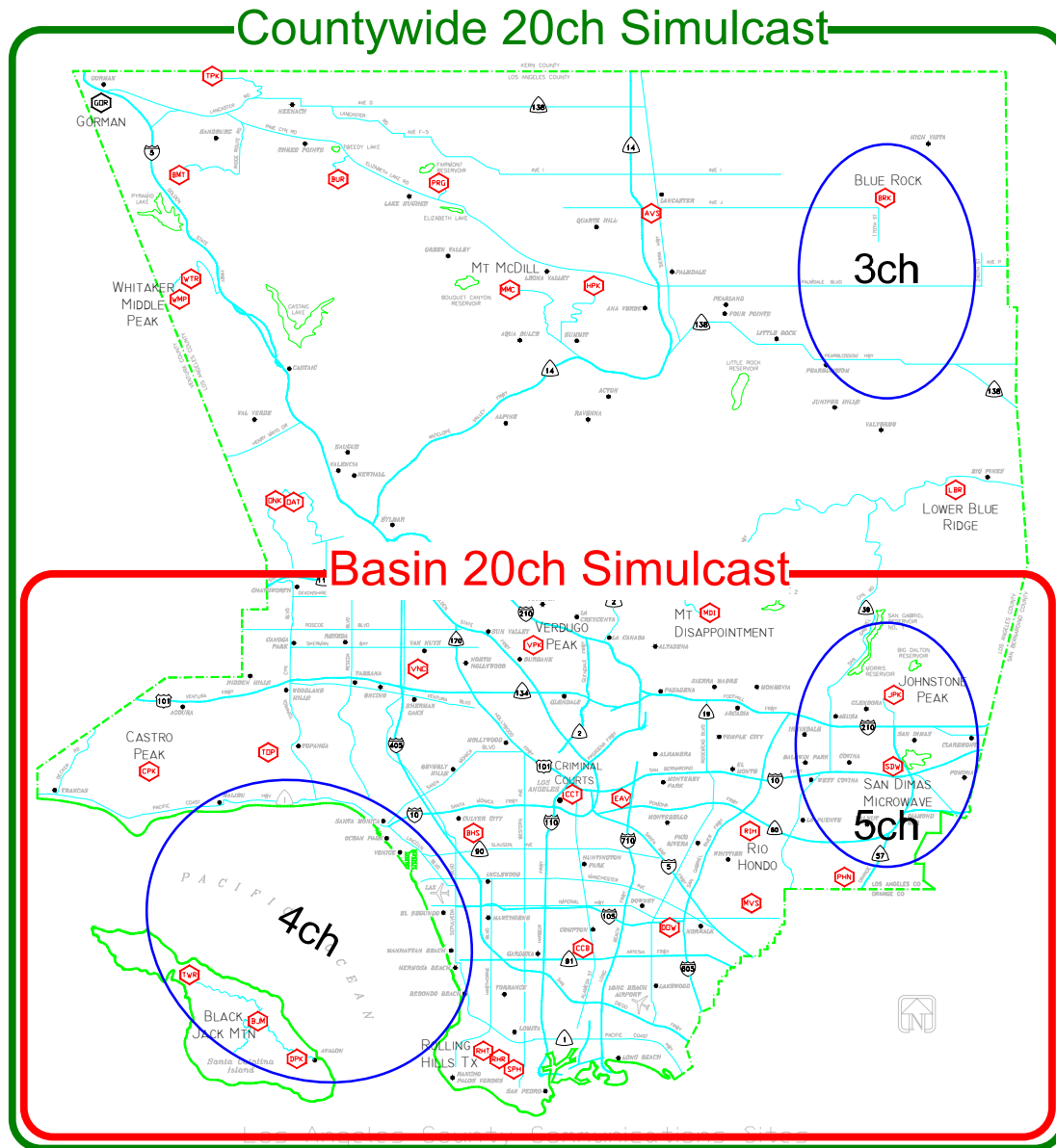
Mutual Aid

Although not strictly part of the CWIRS trunked system, the County operates and maintains a 800 MHz (NPSPAC) Mutual Aid (ITAC) radio system. This comprises seven repeaters at San Dimas Microwave and Oat Mountain Microwave, tuned to ICALL, ITAC1 thru ITAC4, CLEMARS 800 and FIREMARS. They each use one transmit antenna with a combiner and one receive antenna with a multicoupler.

A second Mutual Aid system at Mt. McDill consists of a combination of two repeaters and a multi-frequency receiver. At Verdugo Peak there is one repeater (ICALL) and a multi-frequency transmitter with a multi-frequency repeater. One repeater at each site operates in simulcast with its counterpart at the other site and serves as the “calling channel”. The second repeater at each site is remotely instructed to operate on any one of four other 800 MHz mutual aid channels, and operates independently and non-simulcast with the other site.

The Mutual Aid system is available 24/7 to provide emergency communication and interoperability with other agencies over a wide geographical area. It is licensed by the State of California, which has assigned the County the responsibility for performing the necessary 800 MHz rebanding.

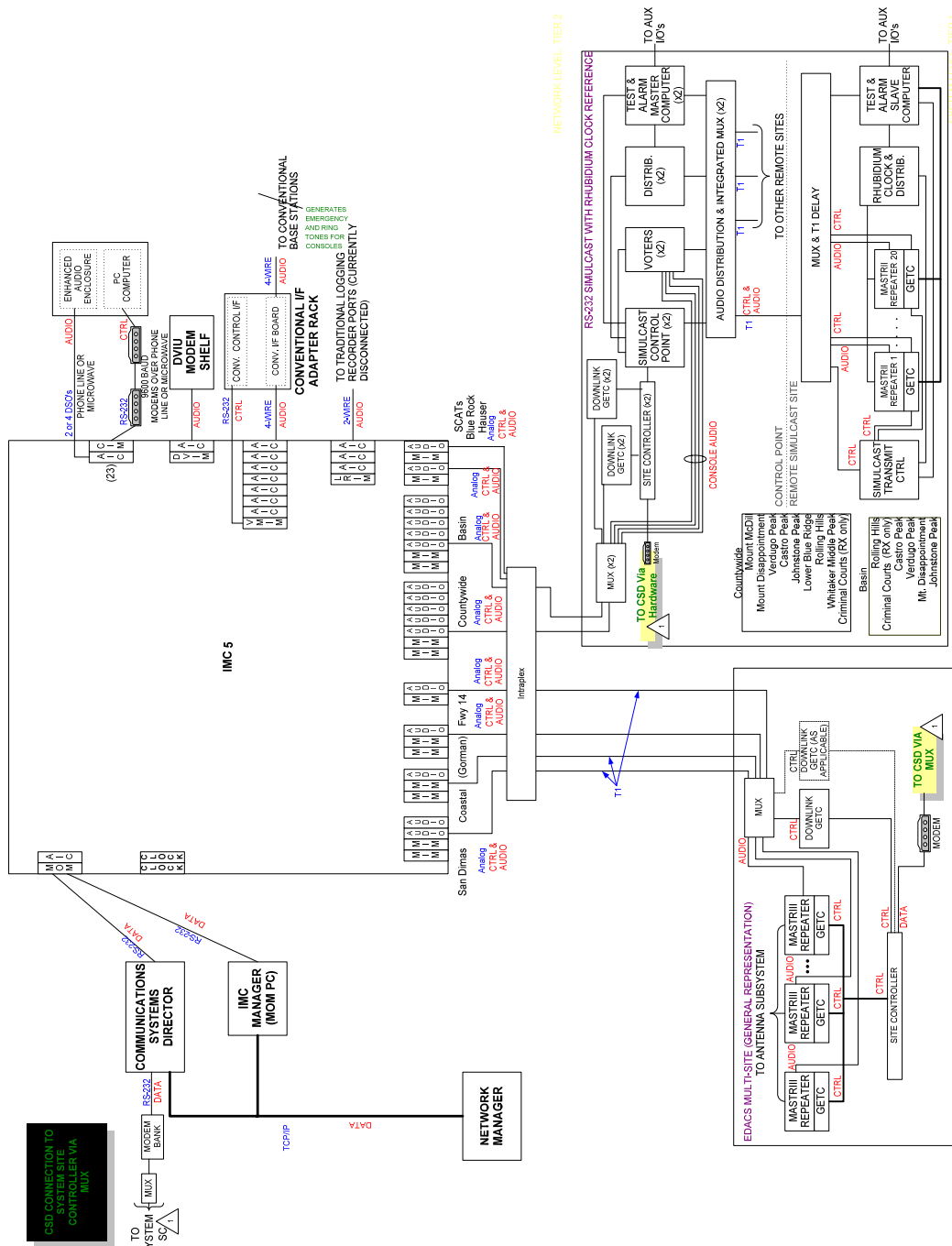
Figure 1: CWIRS Radio Site Locations and Target Coverage Areas



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The TA reminds licensees that representations made to the TA are held to the same requirement of truth and candor as representations made to the FCC.

Figure 2: CWIRS Radio System Network Block Diagram



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Table 2: CWIRS Radio Systems – Site/Radio Deployment

System >		Trunked Simulcast		Trunked Multisite			Conventional Simul/non-Simul
Service Area >		Basin	County-wide	East Zone	Coast Zone	North-East Zone	Countywide (Mutual Aid)
Radio Site / Abbreviation							
		<i>Transceivers</i>					
Castro Peak	CPK	20	20				
Johnstone Peak	JPk	20	20				
Lower Blue Ridge	LBR		20				
Mt. Disappointment	MDI	20	20				
Mt. McDill	MMC		20				2
Rolling Hills Transmit	RHT	20	20				
Verdugo Peak	VPK	20	20				2
Whitaker Middle Peak	WMP		20				
Black Jack Mt.	BJM			4			
San Dimas Microwave	SDW				5		7
Blue Rock	BRK					3	
Oat Mt. Microwave	OAT						7
<i>Total Transceivers</i>		<i>100</i>	<i>160</i>	<i>4</i>	<i>5</i>	<i>3</i>	<i>18</i>
		<i>Receivers</i>					
Criminal Courts	CCT	20	20				
Rio Hondo	RIH			4			
<i>Total Receivers</i>		<i>20</i>	<i>20</i>	<i>4</i>			

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Subscribers

CWIRS is a single integrated radio system that is accessible to a large number of users within a variety of different, independent departments. A list of these departments is given in Table 3. The many features and benefits of trunking technology allow autonomous, private conversations to take place between individuals or between members of a group without interfering with other groups.

Field units use mobile and portable radios to communicate over the radio system, while dispatch operators use RF Control stations, mobile relay operation, communications control consoles or desk-top control units.

A disaster coordination configuration is preset into every user's radio which allows them to access, monitor and participate in common county-wide transmissions. Some units are programmed with access to the California State controlled Mutual Aid repeaters and/or other sister agency radio systems, should the need arise for interoperability with non-CWIRS users.

Communications Control

All communication and control circuits to and from the radio sites are conveyed via the County's microwave backbone, the hub of which is EAV. This facility also functions as CWIRS' Communication Control Center and contains the Basin and Countywide receiver voting subsystem, simulcast transmission control and conditioning equipment, trunking system controllers, the system manager and the Integrated Multisite Controller (IMC). Additionally, it contains the common switching equipment that interfaces to communication control consoles located at the Hall of Records, the Emergency Operations Center and elsewhere across Los Angeles County.

Communications control consoles and desk-top control units are hard-wired to the Integrated Multisite Controller (IMC) and Central Site Controller (CSC). Communications control consoles are capable of operating on any CWIRS talk groups or systems.

One of the most important features of CWIRS is interoperability with other County agencies. CWIRS interfaces with other County Public Safety radio systems, such as the Sheriff and Fire Systems.

Table 3: CWIRS Subscriber Agencies and Departments

#	Agency/Department	#	Agency/Department
1	Administrative Officer	20	Public Library
2	AG Comm/Weights and Measures	21	Public Social Services
3	Animal Care and Control	22	Public Works
4	Beaches and Harbor	23	Red Cross
5	Board of Supervisors	24	Registrar Recorder
6	Children and Family Services	25	Sanitation - Solid Waste
7	Children Medical Services	"	Sanitation - Water Waste
8	Community and Senior Citizen Services	26	Sheriff
9	Coroner	27	Temple City
10	District Attorney	28	State Parole
11	Fire - F & FW	29	Health Hazmat
12	Glendora Transportation	30	ISD - Alterations and Improvements
13	Health Services	"	ISD - Communication Systems Support
14	Mental Health	"	ISD - Custodial Services
15	Museum of Art	"	ISD - Customer Assistance Division
16	Museum of Natural History	"	ISD - Dept-Wide Programs Division
17	OPS - Admin	"	ISD parking Services
"	OPS - Facilities	"	ISD - Maintenance and Operations
"	OPS - Health	"	ISD - Network Services Division
"	OPS - Parks	"	ISD - Premises Systems Division
18	Parks and Recreation	"	ISD - Radio Systems Division
19	Probation - JIB	"	ISD - Telecom Branch Admin
"	Probation - Main		

Table System Description:

<Please verify numbers provided below match narrative description provided above *and details provided in RFPF and SOW.*>

<u>System Description</u>	
Number of <u>mobile</u> units used for day-to-day communications covered by this RFPF (used to calculate per unit cost); include control stations and SCADA units	2631
Number of <u>portable</u> units used for day-to-day communications covered by this RFPF	5477
Number of channels covered by this RFPF (exclude channels not to be reconfigured)	54
Number of sites to be inventoried under this RFPF	15
Number of entities using the 800 MHz system being reconfigured	30

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2.0 Task A: FREQUENCY ANALYSIS

2.1 Co-channel Analysis

2.2 Task A01: Transmitter Combiner and Receiver Multicoupler Suitability

This task will be performed by County Technical Staff. The County will:

- Determine if the new frequencies will operate in the existing combiner and multi-coupler systems at each site
- Determine the requirements for retuning or replacement, as applicable.
- Obtain and review manufacturer's specifications and retuning procedures.
- Specifically address the County's mandate to maintain full communication service, coverage and capacity throughout the Reconfiguration.

2.3 Task A02: Intermodulation Analysis

Helpful Hint:

- Intermodulation Studies (IM) are necessary only under limited circumstances. To request an IM for a site, the licensee must believe that at least one of the three criteria, as described in the RFPF Form/Instructions, is present within their environment. To qualify for funding, the condition(s) must be indicated in the RFPF Form.

This task will be performed by County Technical Staff. The County will:

- Perform Intermodulation Analysis incorporating new TA-allocated frequencies for each affected site, considering both the rebanded system(s) and collocated systems.
- Collect frequency and technical data as needed from collocated radio systems.
- Determine the magnitude of potential interference, if any, and provide cost estimates to resolve potential interference by means of special filtering or other RF isolation measures.

Qualifying Scenarios	Suspected (yes/no)	Site(s) Affected (if known)
Location with two or more co-site transmitters with potential to impair base station receivers.	Yes	All
Licensee's fixed receive antenna is proximate to a transmitting antenna other than your own.	Yes	All
Landlords or site managers of shared transceiver sites requiring an analysis of the IM environment as part of site agreements when changing transmitting frequencies.	No	-

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2.4 **Task A03: Bidirectional Amplifier Suitability**

This task will determine the functional suitability of bidirectional amplifier systems for use on rebanded channels and will be performed by the County Technical Staff responsible for the various CWIRS/BDA deployments. The County will:

- Determine the components within the BDAs requiring retuning or replacement.
- Document the necessary modifications and associated procedures such as to ensure an expedient transition to the rebanded NPSPAC channels and with the same performance.
- Estimate the labor and material costs required to perform the Reconfiguration.

Frequency and Interference Analysis deliverables include:

Deliverables	Estimated Date of Completion
<u>CDRL A01: Transmitter Combiner and Receiver Multicoupler Suitability Assessment Report</u> - Reports the suitability of the proposed frequencies to operate on the existing TX combiners and RX multi-couplers.	ED+42 days
<u>CDRL A02: Intermodulation Interference Report</u> - Report on suitability/comparability of the new NPSPAC frequencies with respect to the effect on Licensee and collocated systems, including recommended mitigation measures, as necessary, and their associated cost.	ED+42 days
<u>CDRL A03: Bidirectional Amplifier Assessment</u> – Details the BDA retuning/ transition procedures, logistics, schedule and resource requirements to accommodate the new NPSPAC frequency allocations.	ED+42 days

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INTERNAL Labor Table – FREQUENCY ANALYSIS

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
A01: Transmitter Combiner and Receiver Multicoupler Suitability Assessment	ED	ED+ 42 days	63	108	6804		County Technical Staff
A02: Intermodulation Interference Study	ED	ED+ 42 days	130	108	14040		County Technical Staff
A03: Bidirectional Amplifier Assessment	ED	ED+ 42 days	20	108	2160		County Technical Staff
Total Internal Cost					\$23004	0	

VENDOR Labor Table – FREQUENCY ANALYSIS

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
A01: Transmitter Combiner and Receiver Multicoupler Suitability Assessment					0	0	
A02: Intermodulation Interference Study					0	0	
A03: Bidirectional Amplifier Assessment							
Total Vendor Cost					0	0	

Note - If a task includes both hard and transactional costs in the table, please include a separate row for each applicable subtask and provide details in the description section.

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3.0 Task B: SYSTEM INVENTORY**3.1 Task B01: Infrastructure Inventory**

This task will be performed by the Vendor, with support from County Technical Staff.

The Vendor shall:

- Conduct inventories of all CWIRS fixed end (infrastructure) equipment that will be impacted in any way by Reconfiguration. Inventory itinerary is depicted in Table 4 under Task C02: Site Reconfiguration Planning; however Black Jack Mountain reconfiguration data will be obtained from existing documentation and photographs.
- Address M/A-COM as well as third party components such as Antennas, Transmitter Combiners, Receiver Multicouplers, Tower Top Amplifiers, Test Unit Radios, Control Channel Monitors, backhaul T1 Access Servers, spare parts and all other RF and ancillary equipment directly or indirectly impacted by Reconfiguration. However, tower climbing to inventory Antennas and Tower Top Amplifiers will not be necessary; additional tower data, if required, will be obtained by County Line Crew.
- Record description, model, version, serial number, quantity, software version, firmware version and configuration data, as applicable and as required to plan and price the Reconfiguration.
- Identify and describe mandatory upgrades, reprogramming, replacements, etc. applicable to each type of component.

Work will be performed by M/A-COM system engineer(s) with individual assignments made upon Notice to Proceed by County.

Vicinity transportation will be accommodated by rental vehicle.

Vendor Travel Expenses:

- (1) Airfare @ \$1,260
- (20) Lodging @ \$157.50/day
- (20) Subsistence @ \$63.00/day
- (20) Rental Car @ \$68.25/day

County Travel Expenses are included under Task C02: Site Reconfiguration Planning

3.2 Task B02: Subscriber Inventory

This task will be performed by County Technical Staff. The County will:

- Develop a detailed inventory of all CWIRS subscriber (user) equipment, including, but not limited to, mobile radios, portable radios, control stations. Include subscriber antennas, RF components, spares, accessories and all other RF and ancillary equipment directly or indirectly impacted by Reconfiguration.
- Document all current radio software, firmware and configuration data as may be required by M/A-COM to generate the cost to Reconfigure all subscribers (see Task C03). Quantities will be accurate to within 5%. To optimize the integrity of this data, some subscriber site visits may be required.

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County Travel Expense: 10 days County Vehicle at \$38.04/day, \$0.9505/mile, avg. 60 miles round trip/day (less 40 miles/day)

3.3 Task B03: Bidirectional Amplifier Inventory

County Technical Staff will develop an inventory of all CWIRS BDA and associated equipment that is impacted by the Reconfiguration and document this in the deliverable "BDA Inventory".

System Inventory deliverables include:

Deliverables	Estimated Date of Completion
<u>CDRL B01: Infrastructure Inventory</u> – Lists all CWIRS equipment at each radio site and identifies which components need to be retuned, reprogrammed, replaced, upgraded.	ED+42 days
<u>CDRL B02: Subscriber Inventory</u> – A comprehensive inventory of all CWIRS subscriber equipment and accessories impacted by Reconfiguration.	ED+42 days
<u>CDRL B03: BDA Inventory</u> – Lists all CWIRS- related BDA equipment and installation sites; identifies which components need to be retuned, reprogrammed, replaced, upgraded.	ED+42 days

INTERNAL Labor Table – SYSTEM INVENTORY

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
B01: Infrastructure Inventory	ED	ED+ 42 days	40	108	4320	571	County Technical Staff
B02: Subscriber Inventory	ED	ED+ 42 days	140	108	15120		County Technical Staff
B03: BDA Inventory	ED	ED+ 42 days	10	108	1080		County Technical Staff
Total Internal Cost					\$20520	571	

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VENDOR Labor Table – SYSTEM INVENTORY

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
B01: Infrastructure Inventory	ED	ED+ 42 days	168	175	29400	7035	M/A-COM
B02: Subscriber Inventory					0		M/A-COM
B03: BDA Inventory					0		
Total Vendor Cost					29400	7035	

Note - If a task includes both hard and transactional costs in the table, please include a separate row for each applicable subtask and provide details in the description section.

4.0 Task C: ENGINEERING/IMPLEMENTATION PLAN
Helpful Hint:

- Include activities and costs associated with developing your Implementation Plan and Cost Estimate.
- **Drive or coverage/acceptance testing is considered part of reconfiguration implementation, not planning!** These tests are done immediately before and after system cutover to new channels, and should not be part of planning requests.

4.1 Task C01: Continuity of Communication Service Planning

This task will be performed by the Vendor, with support from County Technical Staff. County labor estimate is based on 2 engineers supporting 10 days of site surveys (10 hour days).

The Vendor shall:

- Conduct detailed site surveys to determine and specify all facilities and equipment required to transition CWIRS to the new NPSPAC frequencies without any degradation in system coverage, capacity or reliability.
- Where additional space is required, plan for the deployment of temporary communication facilities, addressing all relevant aspects, including, but not limited to, transport, accessibility, site location/mounting, electric power, backup power, air conditioning, supervisory/security alarms, etc..
- Prepare site plans in sufficient detail to price the proposed Implementation.
- Prepare detailed equipment list

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The Official Reconfiguration Manager

Equipment lists and site plans will be prepared by M/A-COM system engineer(s) with individual assignments made upon Notice to Proceed by County.

Survey work will be performed by Vendor's subcontractor (General Dynamics Wireless Services under contract to M/A-COM). A two-person survey team is proposed. General Dynamics' expenses for this effort amount to \$11,403.

County Travel Expense: 10 days County Vehicle at \$38.04/day, \$0.9505/mile, avg. 120 miles round trip/day (less 40 miles/day)

4.2 Task C02: Site Reconfiguration Planning

This task will be performed by the Vendor, with support from County Technical Staff. County labor estimate is based on 2 engineers supporting 10 days of Reconfiguration planning (10 hour days).

The Vendor shall:

- Describe how the Plan will ensure continuity of communications and uncompromised system integrity, capacity and functionality throughout the Reconfiguration process.
- Include, as necessary, contingency plans and equipment to mitigate any potential outages.
- Evaluate and clearly describe any expected, unavoidable site outages or capacity/coverage reductions during the Reconfiguration effort.
- Address all necessary enhancements – temporary or permanent - to IMC, voting, microwave/multiplex and trunking control equipment to ensure full interoperability between subscribers units during the transition period, whether or not they have undergone and completed Reconfiguration.
- Prepare detailed cost estimate of all labor and materials to execute and complete Site Reconfiguration as described above, including: a) retuning, replacing, upgrading, reprogramming, implementing and testing existing/new equipment, as applicable, b) performing final optimization and acceptance testing of the Reconfigured system c) providing complete as-built documentation, d) disposition of replaced equipment.

Work will be performed by M/A-COM system engineers with individual assignments made upon Notice to Proceed by County.

M/A-COM Project Manager will participate in a licensee needs assessment and assist in the development of a cutover plan and the rebanding cost estimate..

Vicinity transportation accommodated by rental vehicle.

Vendor Travel Expenses (Two on-site meetings are estimated):

- (4) Airfare @ \$1,260
- (12) Lodging @ \$157.50
- (12) Subsistence @ \$63.00
- (12) Rental Car @ \$68.25

Table 4 – Proposed Site Survey Schedule

Site Survey Schedule								
Day	Sites Visited	Types of Subsystems				Est. Time Required (Hrs)		
		CW	BA	Zone	M-Aid	Travel	On-Site	Total
1	JPK	x	x			3	7	10
2	VPK	x	x		x	3	7	10
3	MDI	x	x			3	7	10
4	MMC	x			x	5	5	10
5	WMP	x	x			6	5	11
6	CPK/OAT	x	x		x	3	7	10
7	RHT	x	x			2	8	10
8	SDW/RIH			x	x	2	6	8
9	CCT	x	x			2	6	8
10	LBR/BRK	x		x		5	5	10
11	BJM			x				0
Legend						Total Est. Hrs 97		
BJM	Black Jack Mt	RHT		Rolling Hills Transmit		0610ef001.xls		
BRK	Blue Rock	RIH		Rio Hondo				
CCT	Criminal Courts	SDW		San Dimas Microwave				
CPK	Castro Peak	VPK		Verdugo Peak				
JPK	Johnstone Peak	WMP		Whitaker Middle Peak				
LBR	Lower Blue Ridge							
MDI	Mount Disappointment	CW		Countywide Simulcast (EDACS)				
MMC	Mt. McDill	BA		Basin Simulcast (EDACS)				
OAT	Oat Mt. Microwave	Zone		Non-Simulcast (EDACS)				

4.3 Task C03: Subscriber Retune/ Reprogram/ Replace Determination

This task will be performed by County Technical Staff.

Based on the inventory obtained in Task B02, and the type, category, application, etc. of each subscriber unit, the County will:

- Determine the requirements for Reconfiguration of CWIRS subscriber units and spares, identifying which require retuning, reprogramming, reflashing, upgrade, replacement, etc..
- Schedule and describe the procedure for Reconfiguration of the subscriber units and estimate the associated labor and material costs.

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Engineering/Implementation Planning deliverables include:

Deliverables	Estimated Date of Completion
<u>CDRL C01: Continuity of Communication Service Plan.</u> Describes the parallel operation requirements for each site. Lists and prices all associated equipment, material, facilities for parallel operation	ED+59 days
<u>CDRL C02: Site Reconfiguration Plan</u> - Details the procedures, logistics, schedule, resource requirements and material and labor costs to implement parallel operation and then perform the final cutover and test.	ED+73 days
<u>CDRL C03: Subscriber Retune/ Reprogram/ Replace Determination</u> - Report detailing the plan and cost to reconfigure all CWIRS subscriber units and associated equipment.	ED+42 days

INTERNAL Labor Table – ENGINEERING/IMPLEMENTATION PLAN

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
C01: Continuity of Communication Service	ED	ED+ 59 days	200	108	21600	1141	County Technical Staff
C02: Site Reconfiguration Planning	ED	ED+ 73 days	200	108	21600		County Technical Staff
C03: Subscriber Retune/ Reprogram/ Replace Determination	ED	ED+ 42 days	100	108	10800		County Technical Staff
Total Internal Cost					\$54000	1141	

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VENDOR Labor Table – ENGINEERING/IMPLEMENTATION PLAN

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
C01: Continuity of Communication Service	ED	ED+ 59 days	354	175	61950	11403	M/A-COM (Note 1)
C02: Site Reconfiguration Planning	ED	ED+ 73 days	456	175	79800	8505	M/A-COM
C03: Subscriber Retune/ Reprogram/ Replace Determination					0	0	
Total Vendor Cost					141750	19908	

Note 1: This task performed by M/A-COM subcontractor. Stated cost is Firm Fixed Price.

Note - If a task includes both hard and transactional costs in the table, please include a separate row for each applicable subtask and provide details in the description section.

5.0 Task D: LEGAL COSTS (Limited to attorney's fees, no project management costs)
Helpful Hint:

- If desired, you may include legal costs related to negotiating an FRA either in the planning request or in the Cost Estimate for an FRA.
- All legal costs are subject to the guidelines outlined in the TA's Cost Classification Policy.

5.1 Task D01: PFA Legal Advice, Negotiations and Contract Review

The County will retain the services of a Legal Consultant to review the PFA contract with Sprint Nextel.

5.2 Task D02: FRA Legal Advice, Negotiations and Contract Review (optional)

The County will retain the services of a Legal Consultant to support FRA negotiations with Sprint Nextel and review the resulting contract.

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INTERNAL Labor Table – LEGAL PFA

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
PFA Legal Advice							
PFA Negotiations*							
PFA Contract Review							
Total Internal Cost					0		

*Negotiations not applicable for Fast Track

VENDOR Labor Table – LEGAL PFA

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
PFA Legal Advice			0		0		Fletcher, Heald & Hildreth
PFA Negotiations*			0		0		Fletcher, Heald & Hildreth
PFA Contract Review	Dec 15 2006	Feb 8 2007	6	370	2220		Fletcher, Heald & Hildreth
Total Vendor Cost					2220		

*Negotiations not applicable for Fast Track

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INTERNAL Labor Table – LEGAL FRA

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
FRA Legal Advice					0		
FRA Negotiations					0		
FRA Contract Review					0		
Total Internal Cost					0		

VENDOR Labor Table – LEGAL FRA

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
FRA Legal Advice	ED+77 days	ED+87 days	20	370	7400		Fletcher, Heald & Hildreth
FRA Negotiations	ED+77 days	ED+87 days	40	370	14800	2160	Fletcher, Heald & Hildreth
FRA Contract Review	ED+77 days	ED+87 days	20	370	7400		Fletcher, Heald & Hildreth
Total Vendor Cost					29600	2160	

Note - If a task includes both hard and transactional costs in the table, please include a separate row for each applicable subtask and provide details in the description section.

6.0 Project Management
Helpful Hint:

- Non-project management activities, such as the activities included in developing an Incumbent's Implementation Plan and Cost Estimate, should not be included in the project management description or associated costs.
- Improperly categorizing project management costs could drive up the percentage of total that includes project management. This could make you ineligible for the Fast Track Option.

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6.1 Task E01: Planning Management

Reconfiguration Planning will be managed by the County's 800 MHz Reconfiguration Program Manager. The Program Manager's duties will:

- Conduct initial project kickoff meetings to assign and schedule tasks
- Assign internal resources and monitor expenses
- Liaise with County Administration and Finance departments
- Liaise with legal consultants
- Manage and support Vendor based on agreed Scope of Work
- Assimilate and distribute system documentation and engineering data
- Review County and Vendor Planning Deliverables, Reconfiguration Implementation Plan and Reconfiguration Cost Estimate.
- Manage request for Reconfiguration funding leading up to the Frequency Reconfiguration Agreement.
- Submit and update the Project Plan (see Deliverables below)

Task E01 shall also be supported by the Vendor's Project Manager as follows:

- Provide project management of all M/A-COM Planning Tasks.
- Attend project meetings/conference calls
- Submit bi-weekly Progress Reports to County.
- Oversee and validate the generation of the Deliverables associated with the Planning Phase, and the labor and material cost estimates associated with the Reconfiguration.
- Develop the detailed Project Management Plan for the Reconfiguration Phase.

Vicinity transportation accommodated by rental vehicle.

Vendor Travel Expenses (One on-site meeting is estimated):

- (1) Airfare @ \$1,260
- (3) Lodging @ \$157.50
- (3) Subsistence @ \$63.00
- (3) Rental Car @ \$68.25

6.2 Task E02: FRA Negotiations and Contract Review

The County's Project Manager and Technical Staff will advise and assist the County in negotiations with Sprint Nextel for Reconfiguration Funding.

This task shall also be supported by the Vendor's Project Manager and System Engineer as follows:

- Support COUNTY, as required, in presenting the Request for Reconfiguration Funding to Sprint Nextel and negotiating the Frequency Configuration Agreement (FRA)

Vendor Travel Expenses (Two on-site meetings are estimated):

- (2) Airfare @ \$1,260
- (6) Lodging @ \$157.50
- (6) Subsistence @ \$63.00

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Project Management deliverables include:

Deliverables	Estimated Date of Completion
E01b: Vendor: <u>Progress Reports</u>	Every two weeks
E01b: Vendor: <u>Reconfiguration Project Management Plan and Cost Proposal</u> –(Request for Configuration Funding)	ED+ 77 days
E02: County: Project Plan	ED and A/R

INTERNAL Labor Table – PROJECT MANAGEMENT

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
E01: Planning Management	ED	ED+ 77 days	360	115	41400		County Project Manager
E02: FRA Negotiations & Contract Review	ED+ 77 days	ED+ 98 days	120	115	13800		County Project Manager
			80	94	7520		County Regulator Affairs
Total Internal Cost					\$62720		

*Negotiations support expected to be minimal or not applicable for Fast Track

VENDOR Labor Table – PROJECT MANAGEMENT

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
E01: Planning Management	ED	ED+ 77 days	48	175	8400	2126	M/A-COM
E02: FRA Negotiations & Contract Review	ED+ 77 days	ED+ 98 days	192	175	33600	4253	M/A-COM
Total Vendor Cost					42000	6379	

*Negotiations support expected to be minimal or not applicable for Fast Track

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Note - If a task includes both hard and transactional costs in the table, please include a separate row for each applicable subtask and provide details in the description section.

7.0 Other

Deliverables	Estimated Date of Completion

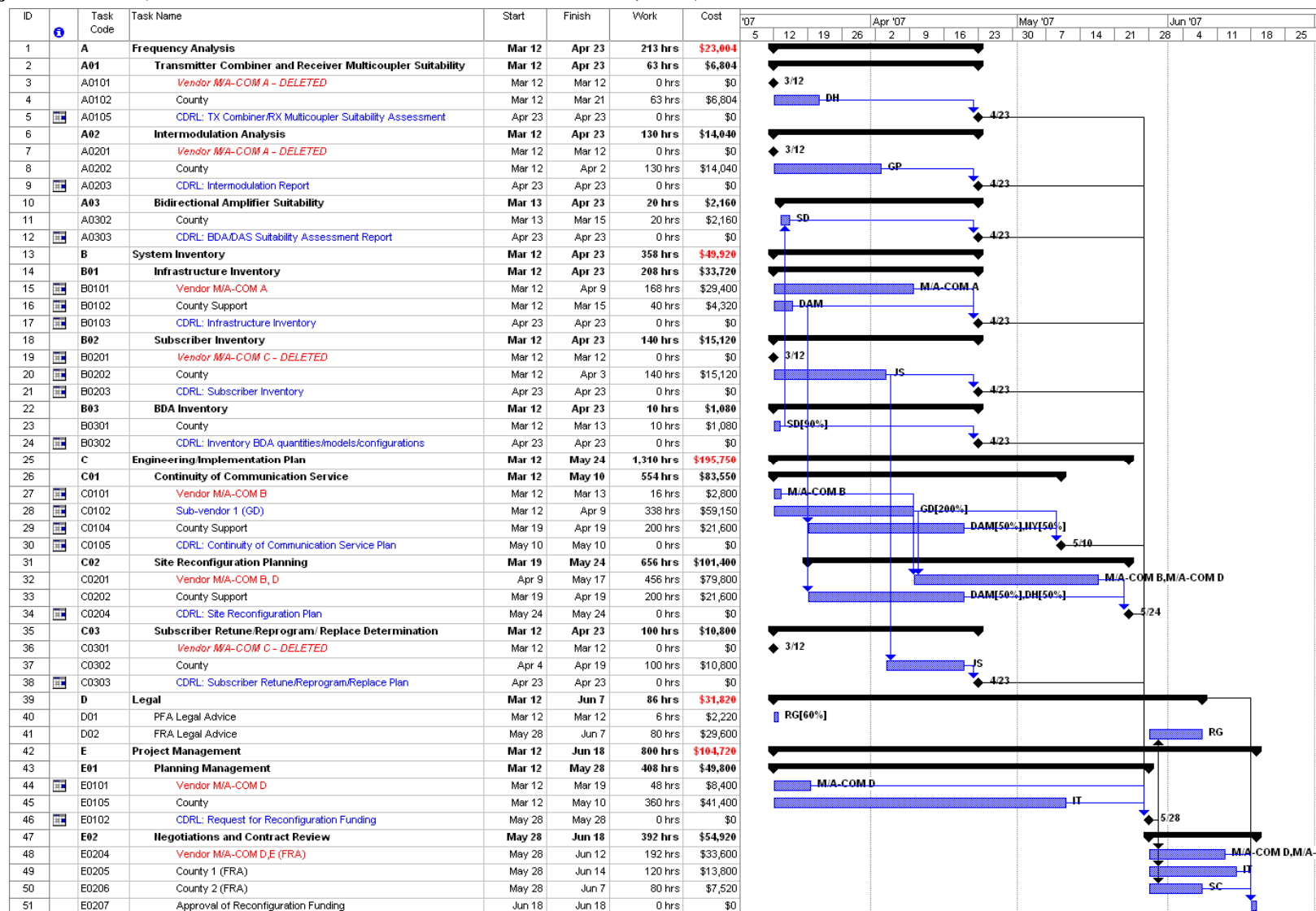
Internal Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate (Ave.)	Cost (Hrs x Rate)	Expenses	Labor Name
Total Internal Cost							

Vendor Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
Total Vendor Cost							

Note - If a task includes both hard and transactional costs in the table, please include a separate row for each applicable subtask and provide details in the description section.

Project Schedule (based on assumed "Effective Date" of March 12, 2007)


0610pq001r11-SOW- 2/6/2007

The TA reminds licensees that representations made to the TA are held to the same requirement of truth and candor as representations made to the FCC.

Attachment B

PAYMENT TERMS

Contractor progress payments shall be made in accordance with the CDRL Delivery and Task Completion due dates as defined and mutually agreed in the RFPF (Statement of Work). These are summarized in the tables below. Approval of Contractor invoices shall be subject to County approval of the CDRLs and Tasks listed.

Not to Exceed Agreements

Deliverable	SOW/ RFPF Page	Due Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Invoice Amount
CDRL B01: Infrastructure Inventory	19	ED+42 Days	168	175	\$29400	\$7035	\$36,435.00
CDRL C02: Site Reconfiguration Plan	23	ED+73 Days	456	175	\$79800	\$8505	\$88,305.00
CDRL E01: Progress Reports. Reconfiguration Project Management Plan and Cost Proposal.	27	ED+77 Days	48	175	\$8400	\$2126	\$10,526.00
Task E02: FRA Negotiations & Contract Review	27	ED+98 Days	192	175	\$33600	\$4253	\$37,853.00
Total NTE					\$151,200.00	\$21,919.00	\$173,119.00

Firm Fixed Price Agreements

Deliverable	SOW/ RFPF Page	Due Date	Labor Hours	Labor Rate	Cost	Expenses	Invoice Amount
CDRL C01: Continuity of Communication Service	23	ED+59 Days			\$61950	\$11403	\$73,353.00
Total FFP					\$61,950.00	\$11,403.00	\$73,353.00

ED = Effective Date

Total Project Cost (NTE + FFP): \$246,472

Attachment C

REQUIRED INSURANCE

**“See Section 11.0 (Insurance) on
Attachment F (Additional Terms and Conditions)**

Attachment D

INCUMBENT ACKNOWLEDGEMENT

[Sent to County directly as part of a licensee package upon the execution of the FRA by all parties. (per D.Marcella)]

<u>INCUMBENT ACKNOWLEDGEMENT</u>		
Incumbent Name: _____ Date: _____		
Deal Number (to be provided by Sprint Nextel): _____		
Vendor Name (as listed on Schedule C of FRA): _____		
Vendor Invoice Number(s): _____		

Incumbent Contact Person: _____		
Incumbent Contact Address: _____		

Contact Person Phone Number: _____		
Contact Person Fax Number: _____		
Type of Good/Services Delivered (Quantity and Price as identified on Schedule C of the FRA)	Date of Acceptance of Good/Services by Incumbent	Cost
	TOTAL	
I, _____ ("Incumbent") acknowledge that all goods/services identified on the Invoice number referenced above and attached to this acknowledgement have been received/performed.		
BY: _____		
Name: _____		
Title: _____		
PLEASE RETURN TO SPRINT NEXTEL ONLY VIA FAX: (866)-221-6990		

Attachment E

PAYMENT SETUP FORM

[To be sent to M/A-COM as part of a vendor package upon the execution of the FRA by all parties. (per D.Marcella)]

(EXAMPLE ONLY)

Untitled Document

Page 1 of 2



Payee Setup Form for 800 MHz Rebanding Only

Incumbent Name: Indiana, State of (Deal Number DL8910427969)

Date:

Vendor Name:

Tax ID or Social Security #:

Check Appropriate Box for Tax Status:

☐ Individual/Sole ☐ Corporation ☐ Partnership
☐ Federal/State/Local Govt Agency/Entity ☐ Other

Remit to Address:

Same as on Invoice

Street

City:

State:

Zip Code:

Physical Address:

for Delivery of Overnight Payment

Street

City:

State:

Zip Code:

Accounts Receivable (A/R) Contact Name:

Phone No:

Fax No:

A/R Email Address:

Bank Account Information

Bank Name:

Name on Account:

Bank Address:

Bank Phone No:

Account Number:

Routing No:

Further Credit Information:

I acknowledge that the bank information provided above is accurate.

Payee Signature:

Date:

Print Name:

Phone No:

Under penalties of perjury, I certify that:

1. The Tax ID or Social Security # on this form is the correct taxpayer identification number (TIN) (or I am waiting for a number to be issued to me)
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest and dividends or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. person (including a U.S. resident alien and companies).
Certification Instructions: You must cross out Item 2 above if you have notified the IRS that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than dividends, you are not required to sign the certification, but you must provide your correct TIN.

For Sprint/Nextel Office Use Only

http://www.in.gov/ipsc/safe-t/800MHz/payee_setup_form.html

12/7/2006

ATTACHMENT F

ADDITIONAL TERMS AND CONDITIONS

FOR

RECONFIGURATION PLANNING AGREEMENT

ATTACHMENT F

ADDITIONAL TERMS AND CONDITIONS

1.0 DISPUTE RESOLUTION PROCEDURE

1.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Section 1.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

1.2 Continued Work

1.2.1 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment for approved Work, that the parties mutually determine should be delayed as a result of such dispute.

1.2.2 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County..

1.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:

Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

1.3.1 If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the County's Directors and the Contractor's Vice President for further consideration and discussion to attempt to resolve the dispute.

1.3.2 If the Directors and Vice President are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Director of the Internal Services Department for the County of Los Angeles. These persons shall have five (5) Business Days to attempt to resolve the dispute.

1.3.3 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

1.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Subsection 1.3 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

1.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, whether expressly or by implication, the County's rights to terminate for insolvency, default, convenience, improper consideration, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedure.

2.0 CONFIDENTIALITY

2.1 General

Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Federal, State, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality.

2.2 Use of County Name

In recognizing Contractor's desire to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

2.2.1 Contractor shall develop all publicity material in a professional manner.

2.2.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.

2.2.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Subsection 2.4 (Use of County Name) (other than the requirements set forth in Subsection 2.4.2) shall apply.

2.2.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

2.4 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Section 2.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Section 2.0 (Confidentiality).

3.0 TERMINATION FOR INSOLVENCY

3.1 County may terminate the Agreement immediately at any time following the occurrence of any of the following:

3.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

3.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States Bankruptcy Code;

3.1.3 The appointment of a receiver or trustee for Contractor; or

3.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.

3.2 The rights and remedies of County provided in this Section 3.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

3.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

4.0 INTENTIONALLY OMITTED

5.0 INTENTIONALLY OMITTED.

6.0 TERMINATION FOR IMPROPER CONSIDERATION

6.1 County may, upon notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

6.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's employee fraud hotline at (800) 544-6861.

6.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

7.0 TERMINATION FOR GRATUITIES

County may, by notice to Contractor, terminate the right of Contractor to proceed under the Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.0 INTENTIONALLY OMITTED

9.0 INTENTIONALLY OMITTED

10.0 AUTHORIZATION WARRANTY

Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

11.0 INSURANCE

11.1 Intentionally Omitted

11.2 General Insurance Requirements

Without limiting Contractor's obligations of indemnification and defense of County Indemnitees, Contractor shall provide and maintain at its own expense during the Term the following programs of insurance covering its operations under the Agreement, as specified in this Subsection 11.2 (General Insurance Requirements). Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County.

11.2.1 Evidence of Insurance

Certificates or other evidence of coverage satisfactory to the County's Risk Manager, and evidence of such programs satisfactory to County, shall be delivered to County's Project Manager on or before the execution of the Agreement by the Board. Such certificates or other evidence shall at a minimum:

- (i) Specifically identify the Agreement;
- (ii) Clearly evidence all coverages required in the Agreement;
- (iii) Contain express conditions that County is to be given notice by registered mail at least thirty (30) days prior to any termination of any program of insurance, and, with respect to any modification of any program of insurance, at least thirty (30) days in advance or immediately following Contractor's first receipt of notice of modification in the event Contractor receives less than thirty (30) days advance notice of such modification;
- (iv) Include copies of the additional insured endorsement to the commercial general liability policy, naming all County Indemnitees as insureds for all activities arising from the Agreement; and
- (v) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County Indemnitees, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the state of California.

11.2.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager.

11.2.3 Insurance Programs

At a minimum, Contractor shall maintain during the Term programs of insurance which consists of:

- (i) General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2,000,000
Products/Completed Operations Aggregate:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

- (ii) Malpractice liability insurance covering any liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers, agents, or employees with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Such coverage shall be maintained for a period of not less than two (2) years, or the policy shall be endorsed to provide an extended reporting period of not less than two (2) years, following the expiration or termination of the Agreement.

- (iii) Comprehensive auto liability insurance (written on an ISO policy form CA 00 01 or its equivalent) endorsed for owned, non-owned, and hired vehicles, or coverage for "any auto" with a limit of not less than one million dollars (\$1,000,000) per accident. Contractor may use his/her own personal auto coverage to satisfy the requirement, with a personal umbrella policy to reach the required \$1,000,000 per accident.
- (iv) Workers' compensation insurance in an amount and form required by the California Labor Code (or the labor code of any other applicable state), covering all persons for which Contractor is responsible and all risks to such persons under the Agreement. Such insurance shall include employer's liability coverage covering accident and disease. In respect of accident, the limit shall be no less than one million dollars (\$1,000,000) per accident, and, in respect of disease, the policy limit shall be no less than one million dollars (\$1,000,000) and one million dollars (\$1,000,000 for each employee. If Contractor does not have employees, a written statement will be acceptable acknowledging that Contractor does not have employees and therefore, Worker's Compensation Insurance does not apply.

11.2.4 Notification of Incidents, Claims or Suits

Contractor shall report to County:

- (i) Any accident or incident relating to services performed under the Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- (ii) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under the Agreement. Such report shall be made in writing within twenty-four (24) hours of the earlier of service of process of such claim or lawsuit, or Contractor otherwise has knowledge of such claim or lawsuit.
- (iii) Any injury to a Contractor staff member which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Director. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- (v) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of the Agreement. Such report shall be made in writing within twenty-four (24) hours of occurrence.

11.5 Failure to Procure and Maintain Insurance

Failure on the part of Contractor to procure and maintain all the required insurance shall constitute a material breach of the Agreement upon which County may terminate the Agreement pursuant to Section 4.0 (Termination for Default) of this Exhibit and seek all remedies pursuant to Section 8.0 (Effect of Termination) of this Exhibit, or alternatively, may purchase such required insurance coverage and debit Contractor pursuant to Subsection 4.3 (Completion of Work) of this Exhibit.

12.0 INTENTIONALLY OMITTED

13.0 INTENTIONALLY OMITTED

14.0 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

14.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible contractors.

14.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts

for a specified period of time, which will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with the County.

14.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract, including this Agreement, with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicated a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

14.4 If there is evidence that the Contractor may be subject to debarment, the County will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

14.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Internal Services Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

14.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

14.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

14.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate

request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

14.9 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors has the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

15.0 INTENTIONALLY OMITTED

16.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

17.0 NON-DISCRIMINATION

17.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

17.2 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification.

17.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

17.4 Contractor certifies and agrees that it will deal with its bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

17.5 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including Title VII, Civil

Rights Act of 1964; Section 504, Rehabilitation Act of 1973; Age Discrimination Act of 1975; Title IX, Education Amendments of 1973, as applicable; and Title 43, part 17, Code of Federal Regulations, subparts a & b; and that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

17.6 Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 17.0 (Non-discrimination) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Section 17.0 (Non-discrimination) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Subsection 17.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.

17.7 The parties agree that if Contractor violates the anti-discrimination provisions of the Agreement, County shall, at its option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

18.0 NON-DISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Section 18.0 (Non-discrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

19.0 EMPLOYMENT ELIGIBILITY VERIFICATION

19.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.

19.2 Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Subsection 12.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

20.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Section 3.0 (Termination for Insolvency) of this Attachment F, (b) the Agreement is terminated by County due to Contractor's default pursuant to Section 19 (Termination for Default) of the base document, (c) without resolution acceptable to both parties, Contractor and County have followed the Dispute Resolution Procedures, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the work as applicable.

21.0 CONFLICT OF INTEREST

21.1 No County employee whose position with County enables such employee to influence the award of the Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

21.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term. Contractor warrants that it is not now

aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances.

22.0 RESTRICTIONS ON LOBBYING

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County lobbyist ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County lobbyist ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

23.0 CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give reasonable consideration for any such employment openings to participants in County's Department of Public Social Services' greater avenues for independence (in this Section, "GAIN") or general relief opportunity for work (in this Section, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

24.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Contractor shall use best efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

25.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

26.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L A's Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

The CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board of Supervisors meetings.

27.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

27.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

27.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served wage and earnings withholding orders or County's CSSD notices of wage and earnings assignment for child or spousal support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

27.3 Failure of Contractor to maintain compliance with the requirements set forth in this Section 27.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Section 4.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

28.0 RECYCLED-CONTENT PAPER

Consistent with the County policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

29.0 COMPLIANCE WITH JURY SERVICE PROGRAM

29.1 Jury Service Program

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

29.2 Written Employee Jury Service Policy

29.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

29.2.2 For purposes of this Section 29.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Section 29.0 (Compliance with Jury Service Program). The provisions of this Section 29.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

29.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.

29.2.4 Contractor's violation of this Section 29.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the

award of future County contracts for a period of time consistent with the seriousness of the breach.

30.0 BACKGROUND AND SECURITY INVESTIGATIONS

30.1 At any time prior to or during the Term, the County may require that all Contractors staff performing Work under this Agreement undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing Work under this Agreement. County shall use its discretion in determining the method of background investigation to be used, up to and including a County-performed fingerprint security clearance.

30.2 If the Contractor does not pass the background clearance investigation, the County may require that the individual immediately be removed from performing Work at any time during the Term. County will not provide to Contractor any information obtained through the County's background investigation.

30.3 County may immediately deny or terminate facility access to Contractors who do not pass such investigation(s) to the satisfaction of the County, or whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

30.4 Disqualification, if any, of Contractor pursuant to this Section 30.0 shall not relieve Contractor of its obligations to complete all Work in accordance with the terms and conditions of this Agreement.

31.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Director.

32.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

32.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds to the extent caused by Contractor or employees or agents of Contractor. Such repairs shall be made promptly and as soon as possible after Contractor has become aware of such damage.

32.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

33.0 FEDERAL EARNED INCOME TAX CREDIT

Contractor shall notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

34.0 INTENTIONALLY OMITTED

35.0 INTENTIONALLY OMITTED

36.0 INTENTIONALLY OMITTED

37.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Richard Granado, Radio systems Division Manager, Los Angeles County - Internal Service Department, 1110 N. Eastern Avenue, CA 90063.

38.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Section 38.0 (No Third Party Beneficiaries) shall not be construed to effect and/or diminish Contractor's indemnification obligations hereunder.

39.0 INTENTIONALLY OMITTED

40.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If, following due cure and notice periods for any specified material breach, improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Agreement.

41.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require personnel in addition to those employed by Contractor on the Effective Date to perform the services set forth herein, Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement. For this purpose, consideration shall mean that Contractor will interview qualified candidates. Prior to consideration being given by Contractor, County will refer such County employees by job category to Contractor. The above obligations do not apply to positions filled by: (a) third parties who have subcontracted with Contractor to perform the services, or (b) Contractor's current employees.

42.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION)

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification of such to the County Project Director and the County Project Manager.

43.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service or other consideration provided by Contractor under the Agreement after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

44.0 SAFELY SURRENDERED BABY LAW

44.1 Notice to Employees

Contractor shall notify and provide to its employees residing in or working in the State of California, and shall require each subcontractor performing Work under this Agreement to notify and provide to its employees residing in or working in the State of California, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

44.2 Contractor's Acknowledgement

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of

business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

45.0 INTENTIONALLY OMITTED

46.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the appropriate state or federal courts within the State of California for all purposes regarding the Agreement.

47.0 SEVERABILITY

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid in any respect, such provision shall be deleted here from and the validity of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

48.0 RIGHTS AND REMEDIES

The rights and remedies provided in any given Section, as well as throughout the Agreement, including throughout this Attachment F, are non-exclusive and cumulative with any and all other rights and/or remedies under this Agreement, at law, and/or in equity.

--END OF ATTACHMENT F--